

# Memorandum



CITY OF DALLAS

DATE December 8, 2017

TO Honorable Mayor and Members of the City Council

SUBJECT **Update on FY2017-2018 Amended and Restated Bridge Steps Management Services Contract, Phase II**

## Background

On November 17, 2017, the Office of Homeless Solutions (OHS) briefed the Citizen Homeless Commission on the Management Services Contract with Bridge Steps as the operator of the City's Homeless Assistance Center ("The Bridge") and briefed the Human and Social Needs Council Committee by memorandum on December 4, 2017.

## Issue

OHS staff has met regularly over the past month to negotiate the amended and additional terms being added to the FY 2018 Management Services Contract (MSC). As described in the agenda documents for items #32 and #33 on the December 13, 2017 City Council Agenda for approval, the 2017-2018 agreement will restate the original MSC terms and include additional negotiated terms to increase accountability and transparency as it relates to service and data expectations, outcomes and financial viability, including fundraising efforts. Attached to this memorandum is a copy of the agreement and its exhibits that show the changes made to the contract for your review. Below is a more detailed summary of additional terms that have not been stated in prior agreements.

### **Financial Expectations**

**Fundraising/Sustainability:** Bridge Steps shall move toward sustainability through private philanthropic funding, and shall reduce the percentage of the Homeless Assistance Center (HAC)'s annual operating budget funded using monies contracted under this Contract (regardless of funding source). The total MSC funds contributed to Bridge Steps shall not exceed the following percentages for the respective contract years:

FY18: MSC Funds will not exceed 85% of the HAC annual operating budget; provided that, for this contract year, Dallas County General Fund Pass-Through Funds (\$1M) will not be included in this calculation and may count towards the Bridge's contribution.

FY19: MSC funds will not exceed 65% of the HAC annual operating budget

FY20: MSC funds will not exceed 55% of HAC annual operating budget

**Financial Management:** Bridge Steps shall submit a proposed comprehensive plan for operations including a staff plan. The City reserves the right to meet with Contractor's Chief Financial Officers to discuss the annual operating budget at any time to review the budget and recommend changes to increase its effectiveness.

Bridge Steps shall take reasonable steps to mitigate risk of financial loss by monitoring the creditworthiness of banking institutions where funds are deposited, and where appropriate, utilizing services to apportion funds to multiple banking institutions so that account balances remain below the Federal Deposit Insurance Corporation (FDIC) insurance ceiling.

Each month, Bridge Steps shall provide City a copy of its most current banking institution statements for all accounts related to the HAC.

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<b>Best Practice</b>	<b>Service and Data Expectation</b>
<p>Shelter First / Housing First Approach</p> <p>Immediate &amp; Low Barrier Access</p>	<p>Align shelter eligibility criteria, policies, and procedures with a Housing First approach to that anyone experiencing homelessness can access shelter without prerequisites, making services voluntary, and assisting people to access permanent housing options as quickly as possible.</p> <p>Ensure immediate and easy access to shelter by lowering barriers to entry and staying open and accessible 24/7. Eliminate sobriety and income requirements and other policies that make it difficult to enter shelter, stay in shelter, or access housing and income opportunities</p> <ul style="list-style-type: none"> <li>• Individuals will be encouraged to participate in available services but not required.</li> <li>• Sobriety will not be required; however, there will be no drug or alcohol use or sale on the premises. <i>Those found using or selling drugs or alcohol will be given the opportunity to dispose of the items or asked to exit the shelter for the night.</i></li> <li>• Each person who comes to The Bridge will have a formal intake with a trained staff member, but will not be denied services for lack of a valid ID.</li> <li>• There will be secure storage space for personal items for guests accessing Night Shelter.</li> <li>• Services animals and companion pets will be accommodated.</li> <li>• Access to shelter and/or services is not denied or terminated to a Client or potential Client based on that Client's criminal history, mental status, or sex offender status, nor give preferential treatment to Clients who have no such history.</li> <li>• Access to shelter and/or services is not denied or terminated to a Client or potential Client based on a perceived, assumed, or stereotypical risks (safety or otherwise), but denied or terminated solely based on actual behavior posing a safety risk at that time.</li> </ul>
<p>Safe and Appropriate Diversion</p>	<p>Provide diversion services to find safe and appropriate housing alternatives to entering shelter and staying on the streets through problem-solving conversations, identifying community supports, and offering professional dialog regarding alternatives and options; provided that no one seeking shelter would intentionally be diverted to the streets or an encampment.</p>
<p>Housing-Focused, Rapid Exit Services</p>	<p>Focus services in shelter on assisting people to access permanent housing options as quickly as possible, with proven results in housing placement, reduction in average length of stay in the shelter, and reduction in the percentage of persons returning to homelessness.</p>
<p>Client-Centered Care</p>	<p>Offer accessible, coordinated, high quality services that respond to the unique needs of each individual based on an assessment and matching to the appropriate housing resource. Services must be tailored to the individual's need rather than follow strict program guidelines.</p>
<p>Using Data to Measure Performance</p>	<p>Measure data on percentage of exits to housing, average length of stay in shelter, and returns to homelessness to evaluate the effectiveness of shelter and improve outcomes. All client demographic and service data must be captured, recorded, and reported through the local Homeless Management Information System (HMIS) in accordance with Section 48 of the Contract.</p>

<b>Good Neighbor Expectations</b>
<p>Bridge Steps will operate the Homeless Assistance Center in a manner that is respectful of its neighbors and surrounding community. Bridge Steps acknowledges the importance of establishing and maintaining</p>

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positive relationships with neighbors, and preserving safety and well-being of all in the neighborhood. Bridge Steps will expect its staff and guests to show respect for their neighbors by obeying all laws and community standards. Bridge Steps will respond quickly to any questions or concerns from neighbors and provide contact information whenever requested.

Bridge Steps will engage neighborhood bodies representing The Cedars, Farmer’s Market, and Central Business District to solicit feedback about the following issues:

- Security measures implemented, or to be implemented, by Bridge Steps for the facility and premises;
- Compliance with occupancy limits of the facility and addressing overflow guests or potential guests;
- Dealing with persons under the influence of alcohol or drugs, or in possession of drugs and/or weapons;
- Dealing with loitering outside the facility and premises;
- Reporting obligations for observed, known, or suspected criminal activity and/or code violations in or around the facility and premises;
- Working with the neighborhood on crime prevention and crime reduction efforts, including an agreed-upon process for meeting and engaging with representatives of the neighborhood to discuss concerns of the neighborhood; and
- Process for accepting and addressing written and verbal complaints or concerns (including a timeline for response)

The Bridge will also deploy at least two (2) staff members to perform street engagement on a daily basis during the week and on weekends to engaged with shelter adverse individuals and maintain a count of those activities for reporting purposes. All applicable laws and procedures when observing and reporting quality of life offenses will be followed.

<b>Performance Measure and Proposed Outcome Goals</b>
Overall Unduplicated Client Count: 8600 persons
Housing Attainment Services: 1450 persons
Unduplicated Day Services: 8600 persons
Unduplicated Night Shelter Services: 2100 persons
Number of Permanent Housing Placements: 365 persons
Night Services- Returns to Homeless within seven (7) months: 20% reduction
Night Services- Reduction in Average Length of Stay: 3%

**Recommendation**

On December 13, 2017, City Council will be requested to:

- 1) authorize an Interlocal Agreement with Dallas County to accept funding in the amount of \$1,000,000 for homeless assistance services at The Bridge for the period October 1, 2017 through September 30, 2018; receipt and deposit of funds from Dallas County in an amount not to exceed \$1,000,000; and execution of the Interlocal Agreement
- 2) authorize an amended and restated Management Services Contract, Phase II (MSC) with Bridge Steps consistent with the original intent as a low-barrier, housing-focused, shelter with proven results in housing placement, reduction in average length of stay and reduction in returns to homelessness, and to ensure Bridge Steps complies with all conditions for additional funding;
- 3) authorize funding for the period of October 1, 2017 through September 30, 2018 from General Funds in an amount not to exceed \$4,800,000, which includes \$1,000,000 from Dallas County;

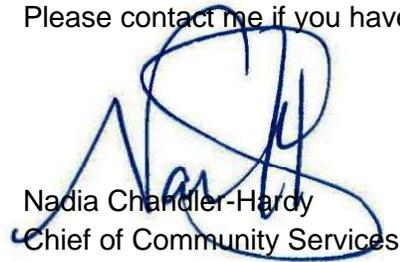
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4) authorize funding for the period of September 1, 2017 through August 31, 2018, from Texas Department of Housing and Community Affairs (TDHCA) under the Homeless Housing and Services Program (HHSP) in the amount of \$811,130; and

5) authorize execution of the MSC.

Please contact me if you have any questions or require any additional information.



Nadia Chandler-Hardy  
Chief of Community Services

c: Honorable Mayor and Members of City Council  
T.C. Broadnax, City Manager  
Larry Casto, City Attorney  
Craig D. Kinton, City Auditor  
Billerae Johnson, City Secretary (Interim)  
Daniel F. Solis, Administrative Judge  
Kimberly Bizer Tolbert, Chief of Staff to the City Manager  
Majed A. Al-Ghafry, Assistant City Manager

Jo M. (Jody) Puckett, Assistant City Manager (Interim)  
Jon Fortune, Assistant City Manager  
Joey Zapata, Assistant City Manager  
M. Elizabeth Reich, Chief Financial Officer  
Raquel Favela, Chief of Economic Development & Neighborhood Services  
Theresa O'Donnell, Chief of Resilience  
Directors and Assistant Directors

**STATE OF TEXAS           §       MANAGEMENT SERVICES CONTRACT, PHASE II**  
  §       **WITH METRO DALLAS HOMELESS ALLIANCE**  
**COUNTY OF DALLAS       §       (AMENDED AND RESTATED)**

This Amended and Restated Management Services Contract, Phase II (the “Amended and Restated MSC” or “Contract”) incorporates and supersedes the Management Services Contract, Phase II, as amended, and all prior agreements and amendments referenced herein and is entered into by and between the City of Dallas, a Texas municipal corporation of Dallas County, Texas (“City”), acting by and through its authorized officers, and Bridge Steps, a Texas nonprofit corporation, located at 1818 Corsicana Street, Dallas, Texas 75201 (“Bridge Steps” or “Contractor”) acting by and through its authorized officers.

**RECITALS**

**WHEREAS**, City recognizes the importance of its role in serving the needs of indigent and homeless members of the community; and

**WHEREAS**, on June 23, 2004, the Dallas City Council (“City Council”) approved Resolution No. 04-2168, by which City adopted a Ten Year Plan to End Chronic Homelessness (“Ten Year Plan”); and

**WHEREAS**, on January 24, 2007, by Resolution No. 07-350, City Council approved construction of the Homeless Assistance Center (“HAC”) as a key component of the Ten Year Plan, which will open its doors to Dallas’ indigent homeless (“Clients”) in 2008; and

**WHEREAS**, City elected that management of the HAC will be provided pursuant to Chapter 252 of the Texas Local Government Code, which allows City to contract with a non-profit organization for management services to operate a facility for which the organization provides significant financial or other benefits; and

**WHEREAS**, City recognized Metro Dallas Homeless Alliance (“MDHA”) as the regional leader in understanding and coordinating services to meet the needs of the homeless in the Dallas metropolitan area and desired MDHA to manage the HAC, and MDHA agreed to raise and pay for a significant portion of the HAC’s annual operating budget; and

**WHEREAS**, on May 23, 2007, by Resolution No. 07-1556, City Council approved a Management Services Contract, Phase I (“Phase I Contract”), with MDHA to procure planning services for the management and operation of the HAC that are necessary prior to opening the HAC in 2008 in order to preserve and protect the public health and safety of City’s residents; and

**WHEREAS**, the City recognizes a need to help individuals and families at risk of homelessness and chronic homelessness as defined by the Department of Housing and Urban Development (24 CFR 91.5) and in the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11371 et seq.) and to address barriers to housing stability and challenges such as disability, addiction, or mental illness; and

**WHEREAS**, on December 12, 2007, by Resolution No. 07-3739, the Dallas City Council approved a Management Services Contract, Phase II, (the “MSC Phase II”) with MDHA to state the terms and conditions under which MDHA shall raise significant funds to manage and operate the city’s Homeless Assistance Center (“HAC”), also known as “The Bridge”, as amended (including by Resolution 08-2608 and 10-0865); and

**WHEREAS**, by Resolution No. 08-1679, approved on June 11, 2008, the City authorized an Interlocal Agreement (“ILA”) with Dallas County to provide additional funding for the management and operation of The Bridge, which ILA has been periodically amended to add subsequent County financial contributions; and

**WHEREAS**, by Resolution No. 09-2822, approved on November 9, 2009, the City amended the ILA with Dallas County to accept a contribution of federal Emergency Shelter Grant (“ESG,” now known as Emergency Solutions Grant) funds provided to Dallas County by the Department of Housing and Urban Development (“HUD”) for eligible costs at the Bridge; and

**WHEREAS**, by Resolution No. 10-0318, approved by the Dallas City Council on January 27, 2010, City accepted a grant from the Texas Department of Housing and Community Affairs (“TDHCA”) under Texas Homeless Housing Services Program (“HHSP”) to provide funding for eligible expenses at The Bridge; and has since accepted additional TDHCA grant funds; and

**WHEREAS**, on October 1, 2011, Bridge Steps assumed all of MHDA’s obligations under MSC Phase II and all amendments thereto including the obligations to comply with the conditions of TDHCA grant agreements, which assumption and assignment was consented to by the Parties and funding providers; and

**WHEREAS**, on December 14, 2011, by Resolution No. 11-3235, the Dallas City Council approved a Third Amendment to MSC Phase II to allow Bridge Steps to count the grant funds received from TDHCA toward Bridge Steps’ required contribution to The Bridge’s operating budget and to require that Bridge Steps comply with all conditions of the grant agreements between the City and TDHCA; and

**WHEREAS**, by Resolution No. 13-2159, approved on December 11, 2013, the Dallas City Council authorized a Seventh Amendment to allow Bridge Steps to use Emergency Solutions Grant Funding for the payment of utility costs of The Bridge and use any remaining balance of ESG funds, after utility costs are paid annually, to be used for other operational expenses of the Bridge and for Bridge Steps to comply with the requirements of the requirements of the ESG program, including documentation through the Homeless Management Information System (“HMIS”); and

**WHEREAS**, by Resolution No. 14-1080, approved by the Dallas City Council on June 25, 2014, City accepted a grant from the Texas Department of State Health Services (“DSHS”) to provide services for homeless individuals with mental health and substance abuse issues during the period from May 2, 2014 to August 31, 2015, and authorized this Eighth Amendment to allow Bridge Steps to count the grant funds toward its required contribution to operating budget of The Bridge to allow Contractor to serve a greater number of homeless people; and

**WHEREAS**, by Resolution Nos. 15-1800 approved on September 22, 2015 and 15-1893 approved on October 14, 2015, the City Council authorized the City Manager to enter into the First Renewal (5 year renewal option) to the MSC Phase II with Bridge Steps for the continued operation, programming and management of The Bridge for the period of October 1, 2015 through September 30, 2020; to provide funding from the City’s General Funds for the operation of The Bridge; to execute an ILA and accept funds from Dallas County’s General Fund to assist in providing homeless assistance at The Bridge for the period of October 1, 2015 through September 30, 2016; to execute an ILA and accept funds from Dallas County’s allocation of ESG funds for shelter operations at The Bridge for the period of October 1, 2015 through September 30, 2016; to provide additional ESG funds from the City for shelter operations at The Bridge; and, to allow Bridge Steps to count the funds that were provided by Dallas County toward Bridge Steps’ required contribution to The Bridge operating budget for the period October 1, 2015 through September 30, 2016; and

**WHEREAS**, by Resolution No. 16-1670, passed on October 11, 2016 the City Council authorized the City Manager to (1) execute the Second Amendment to the first five-year renewal option to the MSC Phase II with Bridge Steps for the continued operation, programming, and management of The Bridge for the period October 1, 2016 through September 30, 2020; (2) provide funding for the first year of the five-year renewal term of the MSC Phase II with the City’s General Funds in an amount not to exceed \$3,800,000 for the period October 1, 2016 through September 30, 2017; (3) execute a new ILA with Dallas County to accept \$1,000,000, to assist in providing homeless assistance services at the Bridge through the City’s contractor, Bridge Steps, for the period October 1, 2016 through September 30, 2017; (4) use FY 2016-17 ESG funds for shelter operations at The Bridge from the Homeless Assistance Center Operations line item in the amount of \$378,279; and (5) accept a grant from TDHCA through the HHSP in the amount of \$811,130 to provide services to the homeless through the City’s contractor, Bridge Steps, for the period September 1, 2016 through August 31, 2017; and require Bridge Steps to comply with all conditions of the TDHCA grant agreements; and

**WHEREAS**, by Resolution No. 17-0686 approved on April 26, 2017, the City Council authorized the City Manager to execute the ILA with Dallas County, to accept the Dallas County ESG funds and to authorize an amendment to the MSC Phase II for the use of those funds; and

**WHEREAS**, by Resolution No. 17-1421, approved on September 13, 2017, the City accepted a grant from TDHCA under the HHSP for the period September 1, 2017 through August 30, 2018; and

**WHEREAS**, The Bridge serves more than 7,000 persons experiencing homelessness per year and the Parties desires to, restate and amend the MSC Phase II to ensure the financial stability of The Bridge, to reflect current best practices in homeless assistance, to adhere as closely as possible to the original intent of MDHA, and to clearly incorporate the financial, operational, and reporting requirements that arise from the range of funding sources supporting the facility and the operation, programming, and management of The Bridge.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the MSC, Phase II, is amended and restated as follows:

## **SECTION 1. INCORPORATION OF RECITALS; DEFINITIONS; CONTRACT ADMINISTRATION**

City and Bridge Steps hereby agree that the recitals set forth above are true and correct and form the basis upon which the Parties have entered into this Amended and Restated MSC.

Capitalized terms used in this Amended and Restated MSC that are undefined herein have the same meanings as defined in the Regulations defined herein and attached as exhibits.

**Client** means an individual eligible under an applicable funding source who receives services through The Bridge, whether at its facility or through programs administered by Bridge Steps pursuant to the Amended and Restated MSC, as may be later amended.

**Director** means the City's Director of the Office of Homeless Solutions or his/her designee.

**Funds** mean all funding provided by or through agreement with the City and made available for maintenance, operation, programming, and management of The Bridge. Funds include, but are not limited to, City general funds or bond funds, County funds provided by ILA with the City, and federal or state grant funds provided by agreement with the City pursuant to this Amended and Restated MSC.

**Operating Utilities** mean water, sewer, trash, gas, telephone, internet and electricity costs incurred in Contractor's operation of The Bridge.

**Program** shall mean the services performed by Bridge Steps or its contractors as part of the scope of work performed pursuant to this Amended and Restated MSC, as may be later amended.

**Program Income** means monies or earnings Contractor realizes from all activities conducted under this Contract or from Contractor's management of funding provided or received hereunder. Such monies or earnings include, but are not limited to, any income from interest on funds held or invested by Contractor, usage or rental fees from The Bridge, income produced from Contract-supported services of individuals or employees, use of

equipment or facilities provided as a result of this Contract, or payments from Clients or third parties for services rendered by Contractor under this Contract.

**Regulations** mean all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term of this Amended and Restated MSC. This Amended and Restated MSC, without limitation, incorporates the regulations governing the use of each of the state and federal grant funds made available to Bridge Steps to fund the Program. Specifically: Texas Administrative Code, Subchapter A, General Provisions and Subchapter J, HHSP; the Texas Health and Human Services Commission (“HHSC”) “Uniform Terms and Conditions,” as amended; 2 C.F.R. 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”; the ESG Regulations, including the most current version of Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) and 24 C.F.R. Part 576.

**Security Officers** means Contractor employees acting within the scope of this Contract that are licensed or registered commissioned security officers or noncommissioned security officers and in good standing with the Texas Department of Public Safety pursuant to the Texas Occupations Code and the Texas Administrative Code.

This Contract shall be administered on behalf of City by the Director. Bridge Steps shall work closely with Director, his or her designee, and other appropriate City officials, and shall perform any and all related task required by Director in order to fulfill the purposes of this Contract. At the request of Director, Bridge Steps will provide reports and will participate from time to time in briefing of the City Council.

## **SECTION 2. THE HOMELESS ASSISTANCE CENTER FACILITY**

A. Acceptance of HAC by Bridge Steps. Upon commencement of operations, the HAC was deemed accepted “**AS IS, WHERE IS, WITH ALL FAULTS**” by Bridge Steps.

B. Ownership. City is the sole owner of the property and improvements that comprise the HAC, located at 1818 Corsicana Street, Dallas, Texas 75201. Nothing in this Contract shall be constructed to inhibit or affect the authority of City in exercising its power of approval and supervision of ownership of the property in which it has title.

C. No Required City Insurance. City may, but is not required to purchase any insurance for the HAC or for HAC operations.

D. Maintenance and Operations Specifications. Specific written maintenance and operation requirements and procedures, provided to City upon City’s acceptance of the HAC from the construction contractor, have be provided to Bridge Steps, with mutually understood responsibilities of Bridge Steps and City as to the maintenance of the HAC, as more fully described in Section 19 below. Repairs due to Bridge Steps’ failure to maintain the HAC In line with the

maintenance and operations specifications will be charged to Bridge Steps and deducted from City's quarterly payments to Bridge Steps, as described in Section 13.

E. No Rents. Bridge Steps may not charge any rent to any contractor, sub-contractor, vendor, or co-located agency for the use of space at the HAC without the prior written approval of Director.

### SECTION 3. SCOPE OF SERVICES

A. Authorization and Qualification to Perform. Bridge Steps represents that it is fully authorized, qualified, and competent to perform the services described herein.

B. Management Services Contract, Phase I. Bridge Steps shall provide services under this Phase II Contract in accordance with deliverables that have been approved by Director that were developed by Bridge Steps pursuant to the Phase I Contract, between City and MDHA, or planning services for the management and operation of the HAC, except as modified or required to be modified herein. Phase I Contract deliverables include manuals, plans, and procedures that encompass: fundraising, procurement, licensing, food service, maintenance, security, the Work-Life program, care standards, case management, laundry services, housing standards, engagement programs, and a residents association. All policies and procedures developed by Bridge Steps for the operation of the HAC shall comply with the Fair Labor Standards Act, the Americans with Disabilities Act, and City's non-discrimination policies.

C. Operating Responsibility. Bridge Steps shall perform all services under this Phase II Contract and all services necessary to successfully manage and operate the HAC. Bridge Steps shall have complete operating responsibility for the HAC, including the Drop-In Center, the Pavilion, the food service section, the residential section, and the exterior sections of the campus. Bridge Steps' management and operational duties shall encompass, but not be limited to, the following areas: staffing, residential space, laundry, storage, and meal services for Clients; coordination of co-located and independent social, legal, governmental, medical, and dental services to be offered to Clients, facility maintenance, security; Client case management, Client and services tracking and reporting; operational budgeting; fundraising for operation of the HAC; and any other necessary services or activities.

D. Scope of Services. Notwithstanding the foregoing, Contractor shall continue to provide services as described in the Contract and the grant agreements in effect as of the Effective Date of this Restated and Amended Contract, except as modified or required to be modified herein. The Scope of Services, which describes the services to be provided and the number of individuals and families to be served, is attached there to as **Exhibit A**. This scope of services, together with the performance measures and outcome measures, shall be updated each year.

E. Nondiscrimination. Contractor covenants that it will not discriminate in the treatment or employment of any individual or group of individuals on the grounds of race, age, color, ancestry national origin, place of birth, religion, sex, sexual orientation, gender identity and

expression, military or veteran status, genetic characteristics, or disability, either directly or indirectly or through contractual or other arrangements.

F. Wage Floor. Contractor and its first-tier subcontractors shall pay its employees a wage no lower than the “living wage” rate for an individual (currently \$10.94 per hour, but subject to change during the term of this Contract) as determined by the Massachusetts Institute of Technology Living Wage Calculator, or its successor, for Dallas County, Texas.

#### **SECTION 4. CHANGE IN SERVICES**

The Parties shall work collaboratively to identify and address the needs of vulnerable individuals and families in Dallas. The City, acting through the Director, may request, from time to time, changes in the scope or focus of services conducted or to be conducted by Bridge Steps pursuant to this Contract to address the emerging or changing needs of clients or potential clients. Changes in scope will be recommended in advance by the Director and approved by resolution of the City Council or by Administrative Action approved by the City Manager, as applicable.

#### **SECTION 5. TERM; RENEWAL**

A. Term. The term of this Contract begins **December 12, 2007** and ends **September 30, 2015** (“Initial Contract Term”), subject to annual appropriation and approval by City Council.

B. First Year of the Contract. The “First Year” of the Contract begins December 12, 2007 and ends September 30, 2008.

C. Renewal. At the end of the Initial Contract Term, City may renew the Contract for two (2) additional, consecutive periods of five (5) years each (respectively, “First Renewal Term” and “Second Renewal Term”).

The First Renewal Term began on **October 1, 2015** and shall end on **September 30, 2020**.

The Second Renewal Term, if City elects to renew the Contract, shall begin on October 1, 2020 and end on September 30, 2025.

#### **SECTION 6. COMMENCEMENT OF OPERATIONS**

Operations of the HAC commenced on May 20, 2008. This section is no longer applicable.

#### **SECTION 7. OPERATING BUDGET**

A. Operating Budget ~~Generally~~ and Plan. By February 1st of each Contract year, Bridge Steps shall submit a proposed comprehensive plan for operations (including a staffing plan as outlined in Section 20) and an annual operating budget for the following Contract year/fiscal year, running from October 1st to September 30th of each year, to Director for City's approval process. The annual operating budget will include all revenues and expenses, provided that in-kind from third parties may only be included if approved under paragraph G of this section and in-kind from the City or the HAC shall not be included. In each proposed comprehensive plan and operating budget submitted to Director, Bridge Steps shall ~~disclose the amount of funds it expects to have raised from whatever sources along with detailed~~ include a proposed fundraising plan and proposed expenditures. Contractor shall ~~not make~~ inform Director of material changes to the ~~approved budget without Director approval.~~ plan, and submit a final comprehensive plan by September 1 of each year (or at least 15 calendar days prior to City Council consideration of the annual funding amendment, whichever is earlier). The City reserves the right to meet with Contractor's Chief Financial Officer ~~and/or accounting department personnel~~ to discuss the annual operating budget at any time to review the budget and to ~~make~~ recommend changes to increase its effectiveness. The approved ~~Annual Operating Budget, Staffing Plan, and Fundraising Plan~~ annual operating budget, staffing plan, and fundraising plan shall be included in **Exhibit C** hereto.

B. Source of Bridge Steps Funds. Bridge Steps shall engage in fundraising efforts to ensure that it has ~~the funds on hand or will have sufficient funds, received throughout the fiscal year,~~ to meet, at a minimum, its required contribution to the HAC's operating budget, detailed in Section 8 below, ~~by the dates specified in Subsection C below~~ and to fund the cash operating reserve as described in Subsection D below. Monies obtained from fundraising for the operating of the HAC shall be restricted as to use as described in Sections 10 and 11 below.

*FOR FURTHER DISCUSSION: Bridge Steps proposes providing Proof of Funding on a quarterly basis in connection with quarterly advance request (with proof of funding to include cash on hand, plus pledge commitments, with pledge write-out data for the last X years)*

C. Bridge Steps Proof of Funding. By October 1st of each year of the Contract, Bridge Steps shall provide proof acceptable to City accounting for all of the funds necessary to fulfill its contribution to the HAC's operating budget for that upcoming Contract year. Bridge Steps may provide proof of the necessary funds in the following forms: letter of commitment, bank statements, and other proof that the Director may deem acceptable. If Bridge Steps knows or anticipates that it will not have its funding contribution in place by October 1st of each Contract year, Bridge Steps must provide City with third (30) days advance written notice.

D. Cash Operating Reserve. Bridge Steps shall maintain a two (2) month cash operating reserve; provided, however, Bridge Steps shall not be required to maintain a cash operating reserve in excess of \$1,500,000. The cash operating reserve must be fully funded and maintained throughout the term of the Contract.

E. Separate Accounts, Commingled Funds, and Financial Risk Mitigation. Bridge Steps shall maintain separate bank accounts for the HAC operating budget ~~funds~~ and the HAC cash operating reserve ~~in separate accounts.~~ In addition, Bridge Steps shall not co-mingle funds for the ~~funds that comprise its required contribution to the~~ HAC operating budget, ~~City's~~

~~contribution to the operating budget, and the cash operating reserve with any funds for other accounts in any institution, or maintained for record keeping purposes, in the name of, belonging to, or owned by Bridge Steps. Bridge Steps shall identify to Director, in writing the name of any account and its account number at any institution, or maintained for record keeping purposes, and shall advise Director in writing of any changes to such accounts.~~ activities. City must be able to identify all expenditures for operation of Bridge Steps.

Bridge Steps shall take reasonable steps to mitigate risk of financial loss by monitoring the creditworthiness of banking institutions where funds are deposited, and where appropriate, utilizing a service to apportion funds to multiple banking institutions so that account balances remain below the Federal Deposit Insurance Corporation (FDIC) insurance ceiling.

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F. Bank Statements. Each month, Bridge Steps shall provide City a copy of its most current banking institution statements for all accounts related to the HAC.

G. In-Kind Goods and/or Services. In-kind goods and/or services from third parties will not count toward Bridge Steps' contribution to the HAC's operating budget unless each in-kind good and/or service has been approved and indicated as a line item in the City approved operating budget for that year.

H. Budget Flexibility. Bridge Steps is authorized to make adjustments up to a maximum of twenty percent (20%) to a budget line item in the approved operating budget without seeking further approval from Director, subject to the following limitations: Bridge Steps wishes (i) to make adjustments to the operating budget to include items outside of budgeted line items or (ii) to make adjustments to any of the items budgeted in the maintenance categories, Bridge Steps must obtain written approval from Director. Bridge Steps must also obtain written approval from Director if it wishes to make adjustments to budgeted line items of greater than twenty percent (20%).

## **SECTION 8. CITY AND BRIDGE STEPS CONTRIBUTIONS TO OPERATING BUDGET**

~~A. City Contribution in First Year of Contract. In consideration of the services performed by Bridge Steps under the terms of this Contract, City's contribution to HAC operational costs in the First Year of the Contract, from December 12, 2007 to September 30, 2008, shall not exceed \$2,233,214, which amount shall not exceed 70% of the total approved budget for HAC operations for that year. Additionally City will contribute \$440,000 toward transitional costs as more fully described in Section 9 below.~~

~~B. Bridge Steps' Contribution in First Year of Contract. In the First Year of the Contract, from December 12, 2007 to September 30, 2008, Bridge Steps shall contribute a~~

minimum of \$957,092, which amount shall not be less than 30% of the total approved budget for HAC operations for that year.

Notwithstanding the funding history of the Contract set forth in Exhibit A, the following provisions shall apply:

A.

C. ~~City and Bridge Steps Contributions in Years 2-4.~~

~~(1) Year 2. In year 2 of the Contract, from October 1, 2008 to September 30, 2009, City's contribution to the HAC operating budget shall not exceed the lesser of \$3,500,000 or 70% of the total approved budget for HAC operations for year 2, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 30% of the total approved budget for HAC operations in year 2 of the Contract.~~

~~(2) Years 3 and 4. In years 3 and 4 of the Contract, from October 2009 to September 30, 2011, City's contribution to the HAC operating budget shall not exceed \$10,061,364, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute no fewer actual dollars to the HAC operating budget in each year 3 and year 4 of the Contract than the actual dollars Bridge Steps contributed to the HAC operating budget during year 2 of the Contract.~~

D. ~~City and Bridge Steps Contributions in Years 5-8.~~

~~(1) Year 5. In year 5 of the Contract, from October 1, 2011 to September 30, 2012, City's contribution to the HAC operating budget shall not exceed \$3,571,857 for year 5 of the Contract, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 5 of the Contract. \$795,906 of TDHCA HHSP grant funds awarded to City in 2011 will count toward Bridge Steps' required contribution to the HAC operating budget in year 5.~~

~~(2) Year 6. In years 6 of the Contract, from October 1, 2012 to September 30, 2013, City's contribution the HAC operating budget shall not exceed the lesser of \$3,500,000 or 60% of the total approved budget for HAC operations for year 6 of the Contract, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 6 of the Contract. \$746,202 of TDHCA HHSP grant funds awarded to City in 2012 and funds paid to City under the Interlocal Agreement will count toward Bridge Steps' required contribution to the HAC operating budget in year 6.~~

~~(3) Year 7. In year 7 of the Contract, from October 1, 2013 to September 30, 2014, City's contribution the HAC operating budget shall not exceed the lesser of \$3,800,000 or 60% of the total approved budget for HAC operations per year, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 7 of the~~

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~~Contract. \$756,818 of TDHCA HHSP grant funds awarded to City in 2013 and funds paid to City under the Interlocal Agreement will count toward Bridge Steps' required contribution to the HAC operating budget in year 7. \$748,434 of Emergency Solutions Grant funds awarded to City in 2012 and 2013 and funds paid to City by the United States Department of Housing and Urban Development will count towards Bridge Steps' required contribution to the HAC operating budget in year 7; such funds must first be used to pay the utility costs of The Bridge and thereafter may be used for other operating expenses of The Bridge as allowed under this Contract. TDSHS grant funds will count towards Bridge Steps' required contribution to the HAC operating budget in year 7.~~

~~(4) Year 8. In year 8 of the Contract, from October 1, 2014 to September 30, 2015, City's contribution the HAC operating budget shall not exceed the lesser of \$3,950,000 or 60% of the total approved budget for HAC operations per year, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 8 of the Contract. TDSHS grant funds, \$378,279 of Emergency Solutions Grant funds awarded to the City for year 8, TDHCA HHSP grant funds of \$776,960, and funds paid to City under the Interlocal Agreement (the terms of which Bridge Steps shall comply), will count towards Bridge Steps' required contribution to the HAC operating budget in year 8. Emergency Solutions Grant funds must first be used to pay the utility costs of The Bridge and thereafter may be used for other operating expenses of The Bridge as allowed under this Contract.~~

~~E. City and Bridge Steps Contributions in First Renewal Term/Years 9-13. City has exercised the First Renewal Term of the Contract with Bridge Steps, in years 9-13 of the Contract, from October 1, 2015 to September 30, 2020. During the First Renewal Term, City's contribution to the HAC operating budget shall not exceed the lesser of \$3,800,000 or 50% of the total approved budget for HAC operations per year, subject to annual appropriations and approval of the Dallas City Council. Bridge Steps shall contribute a minimum of 50% of the total approved budget for the HAC operations in years 9-13 of the Contract.~~

~~Subject to the foregoing. Contractor's Program will be funded in the amounts described in ~~this section~~Exhibit A for the respective year. Funding sources and amounts may change during the term of this Contract and the amount of Funds provided pursuant to this Contract ~~shall~~may be reduced in future years in accordance with this section. Each year, ~~this section~~Exhibit A shall be amended to reflect the Funds available for that year, ~~the reduction of Funds as fundraising increases,~~ and the extent that services funded from particular sources may be subject to obligations described in separate contracts. The funding history of the Contract shall be maintained in Exhibit A.~~

~~(1) Year 9. Notwithstanding the foregoing, in Year 9 of the Contract, from October 1, 2015 through September 30, 2016, City's contribution to the HAC operating shall not exceed the lesser of \$3,800,000 or 50% of the total approved budget for HAC operations per year. Bridge Steps shall contribute a minimum of 50% of the total approved budget for the HAC operations in Year 9 of the Contract. City shall also contribution \$378,279 in Fiscal Year 2015-2016 Emergency Solutions Grant (ESG) funds for shelter~~

~~operations at the HAC for Year 9. The amounts of \$1,000,000 in General Funds and \$113,357 in ESG funds from Dallas County will count towards Bridge Steps' required contribution to the HAC operating budget for shelter operations for Year 9. Bridge Steps will provide the cash match for both the City and Dallas County ESG match requirements (\$491,636). Bridge Steps shall comply with all conditions and requirements of the ESG grant from the City and Dallas County, in addition to all conditions and requirements of the Dallas County Interlocal Agreement for General Funds.~~

~~In the year 9 of the Contract, from September 1, 2015 through August 31, 2016, \$790,380 in funds received by the City from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless pursuant to the Homeless Housing and Services Program (HHSP), will count toward Bridge Steps' required contribution to the Bridge operating budget. Bridge Steps shall comply with all the conditions and requirements of the TDHCA grant agreement.~~

~~(2) Year 10. In the year 10 of the Contract, from October 1, 2016 through September 30, 2017 (except as noted below), Contractor's Program will be funded in part in the amounts described in this section. Funding sources and amounts may change during the term of this Contract. Each year, this section shall be amended to reflect the funding available for that year, and services funded from particular sources may be subject to obligations described in separate contracts.~~

~~**City General Funds** shall be provided not to exceed \$3,800,000 to support the Program during the period October 1, 2016 through September 30, 2017.~~

~~**Dallas County General Funds** shall be provided in the amount of \$1,000,000 to support the Program during the period October 1, 2016 through September 30, 2017 for the purposes described and subject to the requirements of the Interlocal Agreement attached to the Second Amendment.~~

~~**TDHCA Funds** shall be provided in the amount of \$811,130 to support the Program during the period September 1, 2016 through August 31, 2017 for purposes described and subject to the requirements of the TDHCA HHSP Contract Number 63170002528, attached to the Second Amendment.~~

~~**Emergency Solutions Grant Funds** shall be provided in the amount of \$378,279 to support the Program's shelter operations during the period October 1, 2016 through September 30, 2017, subject to the ESG Program HMIS Manual and the ESG Regulations, attached to the Second Amendment.~~

~~(3) Year 11. In the year 11 of the Contract, from October 1, 2017 through September 30, 2018 (except as noted below), Contractor's Program will be funded in part in the amounts described in this section. Funding sources and amounts may change during the term of this Contract. Each year, this section shall be amended to reflect the funding available for that year, and services funded from particular sources may be subject to obligations described in separate contracts.~~

~~City General Funds shall be provided not to exceed \$3,800,000 to support the Program during the period October 1, 2017 through September 30, 2018~~

~~Dallas County General Funds shall be provided in the amount of \$1,000,000 to support the Program during the period October 1, 2017 through September 30, 2018 for the purposes described and subject to the requirements of the Interlocal Agreement, attached hereto as Exhibit H.~~

~~TDHCA Funds shall be provided in the amount of \$811,130 to support the Program during the period September 1, 2017 through August 31, 2018 for purposes described and subject to the requirements of the TDHCA HHSP Contract Number \_\_\_\_\_, attached hereto as Exhibit I.~~

~~F~~ B. City and Bridge Steps Contributions in Section Renewal Term/Years 14-18. If City exercises the Second Renewal Term of the Contract with Bridge Steps, in years 14-18 of the Contract, from October 1, 2020 to September 30, 2025, City's contribution to the HAC operating budget shall not exceed the lesser of \$3,500,000 or 40% of the total approved budget for HAC operations per year, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 60% of the total approved budget for HAC operations in years 14-18 of the Contract. City reserves the right to require a percentage contribution from Bridge Steps that is greater than 60% of the HAC operating budget in consideration for agreeing to a Second Renewal Term.

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~~GC.~~ Use As Matching Funds. Bridge Steps may not use any portion of the City's contribution under ~~this Contract~~ the contract, or any portion of the HAC facility (or value thereof), as matching funds for any funding source, including but not limited to local, state, or federal government funding source, as well as private or public foundation grants, without ~~the prior written consent of City.~~ Upon prior written consent of City, no more than 30% of match funds required by any grant agreement may be satisfied with funding provided by any local, state, or federal government source. prior written notification to the City and approval (in whole or in part) by the City.

## SECTION 9. TRANSITIONAL FUNDS

Operations of the HAC commenced on May 20, 2008. This section is no longer applicable.

## SECTION 10. FUNDRAISING; FOUNDATION; INVESTMENTS

Bridge Steps agrees and understands that it must diversify its mix of income sources ~~so that it is not so overly~~ to become less reliant on the Funds.

A. Mandatory Fundraising Requirement and Use of Fundraising Monies. Bridge Steps shall engage in fundraising efforts to ensure that it has the funds on hand to meet, at a minimum,

its required contribution to the HAC operating budget. General fundraising monies from private monies raised by Bridge Steps for the HAC shall be used to fund Bridge Steps' contribution to the HAC operating budget. ~~Any excess funds may be used to fund other homeless programs and initiatives as approved by Director.~~ The use of any funds raised from the sale of naming rights to the HAC are subject to further restrictions as described in Section 11 below.

By February 1st of each Contract year, Bridge Steps shall submit a preliminary fundraising plan for the following Contract year/fiscal year, running from October 1st to September 30th of each year, for approval by the Director. Bridge Steps shall ~~not make~~ notify the Director of changes to the fundraising plan ~~without Director approval.~~ Bridge Steps will submit a final fundraising plan to the City by September 1st of each year (or at least 15 calendar days prior to City Council consideration of the annual funding amendment, whichever is earlier). The City reserves the right to meet with Bridge Steps' Chief Executive Officer and/or development department personnel to discuss the fundraising plan ~~at any time to make~~ and recommend changes, ~~from time to time,~~ to increase its effectiveness. The approved Fundraising Plan (together with the annual operating budget and staffing plan) shall be included in **Exhibit C** hereto.

~~Bridge Steps shall move toward sustainability through private philanthropic funding sources and move away from almost total reliance on government funding. Specifically, the City will reduce the total Funds contributed to Bridge Steps from current levels of almost 85% in 2017 and 2018 to 60% in the fiscal year 2019 and 40% in the fiscal year 2020 in accordance with the chart attached hereto as Exhibit C. The balance of monies needed to operate The Bridge shall be derived through Bridge Steps' fundraising efforts.~~

B. Foundation. Bridge Steps ~~intends to~~ may establish a foundation or obtain access to an existing foundation in order to invest and produce income from funds raised for the HAC and other homeless programs and initiatives that are not immediately required to support HAC operations.

C. Approval of Foundation Instruments' Naming Rights Terms. ~~If~~ If Bridge Steps chooses to establish ~~or obtain access to~~ a foundation, Bridge Steps shall submit all terms of the instruments creating and/or governing the operation of the foundation that are related to the deposit of funds obtained from naming rights with the foundation to Director and the City Attorney for review and approval prior to depositing any naming rights funds with the foundation. Any instrument terms related to naming rights funds shall conform to the provisions of Subsection D and E and Section 11 below.

D. Foundation Accounts. If Bridge Steps establishes ~~or obtains access to~~ a foundation, Bridge Steps shall separate funds raised from naming rights and funds raised otherwise into separate accounts or funds within the foundation and shall prevent any commingling of accounts during the term(s) of the Contract.

E. Bridge Steps and/or Foundation Investments. Bridge Steps or a foundation shall invest funds raised for the HAC, whether from naming rights or otherwise, and any income earned on those funds in accordance with the investment policies and strategies prescribed in Chapter 2256 of the Texas Government Code, Public Funds Investment. Section 2256.005(d) of the Texas

Government Code provides that funds shall be invested with regard to the following investment objectives, in order of priority: -(1) an understanding of the suitability of the investment to the financial requirements of the entity; (2) preservation and safety of principal; (3) liquidity; (4) marketability of the investment if the need arises to liquidate the investment before maturity; (5) diversification of the investment portfolio; and (6) yield.

F. Funds Raised and Termination. If this Contract is terminated, for whatever reason, any money raised by Bridge Steps for the operation of the HAC and note obtained by the sale of naming rights, as discussed in Section 11 below, shall be used to fund both Bridge Steps' and City's contributions to the HAC operating budget for the remainder of City's fiscal year or six (6) months after the date of termination of the Contract, whichever period of time is greater.

G. Diversification of Funding. Bridge Steps shall move toward sustainability through private philanthropic funding, and shall reduce the percentage of the HAC's annual operating budget funded using moneys contracted under this Contract (regardless of funding source), as set forth in Exhibit A. The balance of monies needed to operate The Bridge shall be derived through Bridge Steps' fundraising efforts. Nothing contained in this Section or Exhibit A is intended to alter the City's contribution toward to the HAC operating budget set forth in Section 8 of this Contract.

## SECTION 11. FUNDRAISING FROM NAMING RIGHTS

A. Limitations on the Sale of Naming Rights for the HAC. Bridge Steps may solicit funds in exchange for the right to name the HAC or portions of the HAC. The City Council has the right to approve the sale of naming rights of the HAC overall; The City Attorney shall approve as to form the donor agreements for naming rights of the HAC overall.

### FOR FUTURE DISCUSSION (from prior contract):

The City Council has the right to approve the sale of naming rights of the buildings that comprise the HAC, such as the Pavilion and Drop-In Center, sections, departments, and rooms of the HAC; and physical components of the HAC such as benches or pavers. The City Council shall adopt a process and policy, including criteria, for how naming rights to the HAC or portions thereof will be made available for donors to fund. The City Manager, pursuant to said process, shall be authorized to implement the policy. ~~The City Attorney shall approve as to form the donor agreements for naming rights.~~

B. Approval of Names. The City Manager shall have the sole right and discretion to approve the names suggested for the HAC overall (or any portion thereof) as suggested by Bridge Steps. The City Manager shall not approve any names related to alcohol or tobacco products or sexually oriented businesses.

C. Use of Naming Rights Funds. Funds raised by Bridge Steps derived specifically from naming rights for the HAC shall only be used for HAC operations. These funds may not be used to pay any of Bridge Steps' separate costs or activities that are not a part of the approved

HAC operating budget. Further, naming rights revenue may only be used in so far as is allowable under federal, state, or local law pertaining to tax-exempt bond-financed projects.

D. Naming Rights Funds and Termination. If this Contract is terminated, for whatever reason, all of the funds in the separate account for naming rights, whether located at a foundation or elsewhere, shall revert to City. City shall hold the naming rights funds in an account separate from City's general fund or any other funds. The naming rights funds will continue to be restricted in use to pay only for the operation of the HAC.

## SECTION 12. PROGRAM INCOME

A. Definition. For purposes of this Contract, "Program Income" means monies or earnings Bridge Steps realizes from all activities conducted under this Contract or from Bridge Steps' management of funding provided or received hereunder. Such monies or earnings include, but are not limited to, any income from interest on funds held or invested by Bridge Steps, usage or rental fees from the HAC, income produced from Contract-supported services of individuals or employees, use of equipment or facilities provided as a result of this Contract, or payments from clients or third parties for services rendered by Bridge Steps under this Contract.

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B. Determination of Program Income. It is Bridge Steps' responsibility to obtain from City a prior determination as to whether or not income arising directly or indirectly from this Contract, or the performance thereof, constitutes program income. Bridge Steps must maintain records of the receipt and disposition of program income in the same manner as required for other Contract funds.

C. ~~Sharing of Program Income and Uses. Program Income shall be shared between City and Bridge Steps in an amount equal to the parties' funding contribution split in a particular year of the Contract. For example, for 2017, 50% of Program Income shall be City's and 50% shall be Contractor's. Contractor shall ensure that Program Income they receive~~ received ~~is used to provide additional services at the HAC. The amount of Program Income and its uses shall be reported by Contractor to City on a monthly basis. City shall deduct City's share of Program income from its quarterly payments to Contractor. This deduction shall not include Contractor's share of Program Income or foundation investments that may be re-invested to increase the principal of investments. Contractor must maintain records of the receipt and disposition of program income in the same manner as required for other Contract funds.~~

## SECTION 13. PAYMENT TO BRIDGE STEPS

All services shall be performed ~~to~~ in accordance with the ~~satisfaction~~ terms of Director. ~~City shall not be liable for any payment under this Contract for services that are unsatisfactory~~ agreement. No final payment due under this Contract will be paid until all requested documents and reports have been received and approved by Director, including, but not limited to, proof of insurance coverage required by this Contract, as shown in the attached **Exhibit E**, and proof that Bridge Steps has purchased a Treasury Bill (defined in Section 29 below) pledge to City

pursuant to Section 29 of this Contract, in lieu of obtaining a payment bond and a performance bond, as shown in the attached **Exhibit G**. Subject to the provision below, Bridge Steps shall maintain records to demonstrate proper expenditure of both City and Bridge Steps funds for the operation of the HAC. Bridge Steps shall provide City monthly reports of operational activities, ~~invoices, and expenses, as outlined in Exhibit F.~~ Any payment under this Contract may not be deposited in any foundation fund or account that may be contemplated pursuant to Section 10 above.

Reimbursement requests, regardless of the source of funding for the reimbursement, must be made in accordance with the "Request for Payment Procedures" attached hereto as **Exhibit D** and incorporated by reference for all purposes.

A. Deadline. Contractor shall submit, on a monthly basis, the Request for Payment form, together with the appropriate "Proofs of Performance" attached hereto as **Exhibit F** and incorporated by referenced for all purposes. These monthly submissions are due within ten (10) days after the end of the month for ~~which reimbursement is sought for expenses to be reimbursed from~~ incurred under TDHCA or DSHS funds grants and by the 20<sup>th</sup> of each month for ~~services provided~~ expenses incurred during the previous month ~~for expenses to be reimbursed from~~ under other sources described by this Contract.

B. Backup Documentation. In accordance with Exhibit F, for a reimbursement request to be considered complete, Contractor must also submit back-up documentation for each expense, together with the source of funding from which it seeks reimbursement:

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- a. For reimbursement of payroll expenses, documents acceptable to the City must be provided to substantiate eligible activity and hours worked. ~~These documents must be signed by both the employee and the employee's supervisor.~~ Any overtime paid with grant funds must be consistent with Contractor's overtime policy, which must be reviewed and approved by the City.
- b. For non-payroll expenses, invoices for each expense listed ~~within~~ with an explanation as to how the ~~invoices~~ expense pertains to the Program.
- c. Sufficient evidence of payment, which may be satisfied by invoices, cancelled checks, bank or account statements, or similar proofs of payment.

C. Incomplete or Untimely Reimbursement Requests. If any submitted Reimbursement Request is incomplete or otherwise not in compliance with this Contract or Regulations as determined by City, City will notify Contractor in writing of such deficiency. If Contractor fails to cure the deficiency and resubmit a complete Reimbursement Request within 30 days of receipt of City's notification, Contractor ~~shall~~ may forfeit such reimbursement. CITY HAS NO OBLIGATION TO MAKE PAYMENT ON ANY REIMBURSEMENT REQUEST FOR A FUNDED YEAR THAT IS NOT RECEIVED WITHIN 45 DAYS OF THE END OF THE FUNDED YEAR. CITY HAS NO OBLIGATION TO MAKE PAYMENT FOR ANY EXPENSE INCURRED BY CONTRACTOR PRIOR TO OR AFTER THE TERM OF THIS CONTRACT.

~~D. Quarterly Payment. Once HAC operations commence,~~

D. Quarterly Payment. On or about the first day of each quarter (or upon execution of the annual amendment to this contract which provides the amount of annual funding, whichever is later), City will remit its contribution for the quarter, within thirty (30) days following receipt of and approved Quarterly Advance Request for Payment in accordance with Exhibit D, and receipt of all required Proofs of Performance in accordance with Exhibit F. Bridge Steps will be paid a quarterly advance, based on the projected monthly expenses from the annual operating budget. For each quarter, the payment to Bridge Steps will be based on a pro rata share of Bridge Steps' required percentage contribution to the operating budget for that year. For example, if the total operating budget for a quarter in the First Year of the Contract were \$1,000, then City would pay Bridge Steps \$700 per quarter and Bridge Steps would contribute \$300 toward the operating budget during that quarter, because in the First Year of the Contract the funding contribution of City is 70% and the funding contribution of Bridge Steps is 30%. ~~City will make payment to Bridge Steps on or before the first day of each quarter.~~ Prior to City making any quarterly payment, Bridge Steps must provide City with written documentation evidencing that it has the cash on hand for that quarter and for the cash operating reserve prior to City making a quarterly payment. Bridge Steps shall spend the City's payment concurrently with its own contribution to the budget every month and in proportion to each party's percentage contribution. Bridge Steps must submit invoices supporting payment by the ~~15<sup>th</sup> day of each month~~ monthly due date specified in Exhibit D.

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~~E. E. Monthly Reimbursement. City will remit payment for reimbursement requests within thirty (30) days, following receipt of an approved Reimbursement Request for Payment in accordance with Exhibit D, and receipt of all required Proofs of Performance in accordance with Exhibit F.~~

E. Bridge Steps Monthly Shortfalls. In the event that Bridge Steps is unable to meet its monthly financial obligations under the Contract, City may, but shall not be required to, make up the shortfall by advancing Contract funds from the City's pro rata amount under the Contract. If City elects to advance the shortfall, City shall subtract the amount advanced by City to Bridge Steps from the ~~invoices submitted by Bridge Steps to City in the following month~~ next quarter's advance as an adjustment. ~~Three (3) such consecutive monthly shortfalls or three (3) such monthly shortfalls in any Contract year may result in recommendations from Director to reduce expenditures, lower City's contribution, or terminate the Contract.~~

#### SECTION 14. OFFSET

City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Bridge Steps, regardless of whether the amount due arises pursuant to the terms of this Contract ~~or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.~~

#### SECTION 15. PROCUREMENT REVIEW

City shall have the right ~~of concurrent to review with the right of disapproval of any~~ contracts ~~that Bridge Steps wishes to enter that will last in excess of~~ with a term exceeding one year. ~~All that are related to expenses incurred under this contract.~~ For such contracts entered into on or after January 1, 2018, all of Bridge Steps' contracts for procurement or any services to be provided at the HAC shall contain a provisions permitting the assignment of Bridge Steps' interest in the contract to City without a requirement for any approval by any of Bridge Steps' contractors, subcontractors, vendors, or any of the agencies co-located at the HAC.

## SECTION 16. OWNERSHIP AND USE OF PROPERTY

A. Ownership. Ownership and title to all capital acquisition, supplies, materials, or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, belongs to and is vested with City and such property shall, upon termination of the Contract, be delivered to the City upon request. Bridge Steps shall provide and execute any instruments required by City to evidence City's ownership at any time.

B. Use of Property. During the Term, Bridge Steps shall have the right, power, responsibility and authority to use, manage and operate the HAC as a low-barrier emergency shelter, and to retain any and all revenue, income, proceeds and other amounts that may be generated at or from the HAC. Bridge Steps shall be liable and obligated to pay all of the costs to operate, maintain, repair and use the HAC during the Term except for those items expressly provided to be paid directly by the City.

C. Programming. The parties acknowledge that a primary objective of this agreement is to provide an emergency shelter with immediate and easy access, which lowers barriers to entry, focuses shelter services on assisting guests with being rehoused quickly, and measures data on percentage of exits to housing, average length of stay in shelter, and percentage of returns to homelessness. Bridge Steps shall take all reasonable actions to efficiently utilize the HAC facility for this objective.

D. Compliance with Laws. Bridge Steps agrees not to use the HAC for any use or purpose in violation of any applicable law, regulation or ordinance of the United States, the State of Texas, the City of Dallas or other lawful governmental authority having jurisdiction over the HAC, including, without limitation, the Americans with Disabilities Act of 1990, as amended; provided, however, there shall be no violation by the Bridge Steps of this provision (i) so long as Bridge Steps shall, in good faith within a reasonable time after Bridge Steps acquires actual knowledge thereof, by appropriate proceedings and with due diligence, contest the alleged violation or the validity or applicability of the law, regulation or ordinance; (ii) until Bridge Steps has had a reasonable time after a final adjudication that such law, regulation or ordinance, in fact, has been violated; and (iii) so long as neither the City nor any portion of the HAC, during the period of such contest, will be subject to any liability, loss, penalty or forfeiture. Bridge Steps shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by Bridge Steps, its officers, agents, or employees, in or upon or connected with the HAC, and shall pay for the costs of compliance.

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E. Prohibited Uses. Without in any way limiting the foregoing Section, Bridge Steps shall not permit the HAC to be used in any manner that would render the insurance thereon void or the insurance risk more hazardous. Bridge Steps shall not use or occupy the HAC, or permit the HAC to be used or occupied, (i) contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto or (ii) in any manner which would violate any certificates of occupancy or permit affecting same, cause structural injury to then existing improvements, cause the usefulness of the HAC to diminish, constitutes a public or private nuisance or waste or is a threat to the welfare of the general public. Bridge Steps shall not use or occupy the HAC or allow the HAC to be used or occupied in any manner that would violate or otherwise invalidate the tax-exempt status of the HAC, Bridge Steps, and/or the City.

## SECTION 17. LICENSES AND PERMITS

Bridge Steps must obtain or ensure all licenses and permits required by any regulatory authority or entity for the operation of, or activities in the HAC are obtained and kept current for Bridge Steps and its contractors, subcontractors, vendors, and co-located agencies.

## SECTION 18. HAC UTILITIES

All utilities for the HAC shall be budgeted for in the operating budget. All utilities for the HAC shall be placed and maintained in the name of Bridge Steps during the term of the Contract and paid directly by Bridge Steps. Bridge Steps shall be liable and obligated to pay all charges, fees, costs and assessments incurred for the use of all utilities and utility services at the HAC, including, without limitation, gas, electricity, water, sewer, telecommunications and cable. Notwithstanding Bridge Steps' obligation to pay utilities, Bridge Steps shall undertake all reasonable efforts to minimize utility expenses at the HAC and institute utility efficiencies.

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## SECTION 19. HAC FACILITY MAINTENANCE

~~A.A.~~ A.A. General Obligation. Bridge Steps shall keep the HAC in a state of good, safe, and attractive repair on a regular and ongoing basis. At all times during the term, Bridge Steps shall neither commit nor suffer any waste to the HAC. In the event this agreement shall terminate, Bridge Steps shall deliver up the HAC as then constituted in good condition, reasonable wear and tear, obsolescence, and loss by casualty and condemnation excepted. If the HAC is not in substantial conformity with this section, the City may, at its option and in addition to any other remedies under this agreement, direct Bridge Steps to return the HAC to such condition, at its sole cost and expense.

B. Preventative Maintenance. Bridge Steps shall be responsible for "Preventative Maintenance" of the HAC. Preventative Maintenance is the systematic day-to-day maintenance or upkeep of the HAC to control deterioration of the HAC and to keep it clean, sanitary, and healthy. Preventative Maintenance includes site maintenance, grounds maintenance,

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housekeeping, and activities that comply with manufacturers' required or suggested programs such as changing filters and belts and checking fluid levels on equipment.

~~B.C.~~ Routine Maintenance and Security. Bridge Steps shall be responsible for "Routine Maintenance" of the HAC. Routine Maintenance involves day-to-day maintenance of all building systems including operation of HVAC equipment, repair of plumbing and electrical problems, and repair of any system or item that breaks or stops functioning. Bridge Steps shall maintain and provide janitorial, trash collection, and security service for the HAC during the term, including routine repairs to the interior, exterior and structural portions of the facility.

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~~C.D.~~ Major Maintenance. City shall be responsible for "Major Maintenance" of the HAC. Major Maintenance involves the repair or replacement of major building systems including the roof, HVAC equipment, electrical, plumbing, and structural problems.

~~D.~~ ~~E.~~ Landscaping Maintenance. Bridge Steps shall ~~engage professional landscaping services to~~ maintain ~~the~~its grounds ~~to ensure the HAC is aesthetically pleasing, including without limitation, the mowing of grass, care of shrubs, and general landscaping.~~

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~~E.~~ F. Maintenance Records. Bridge Steps shall document ~~all~~ maintenance activities performed at the HAC and provide copies of all maintenance records for inspection by City at any time.

~~F.G.~~ Computer Equipment. Bridge Steps shall maintain all computer equipment in good working condition, and all software should be up-to-date.

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~~G. H.~~ ~~Employment of Individuals Experiencing Homelessness. To the extent possible, Bridge Steps shall employ individuals experiencing homelessness in projects involving constructing of facilities, rehabilitating and maintaining facilities, and operating facilities for the project and in providing supportive services for Clients.~~

Bridge Steps' Repairs. Bridge Steps shall make any and all additions, alterations or repairs in and about the HAC that may be required or permitted by this agreement in a good and workmanlike manner, and shall otherwise observe and comply with all public laws, ordinances, and regulations that from time to time are applicable to the HAC. Before the Bridge Steps commences any material renovation, plans and specifications for same shall be submitted to the Director for approval, and Bridge Steps shall furnish to City (i) an estimate of the cost of the proposed work; (ii) satisfactory evidence of sufficient contractor's comprehensive general liability insurance covering the HAC, builder's risk insurance, and workers' compensation insurance; (iii) a performance and payment bond satisfactory in form and substance to the director; and (iv) such other security as the City may reasonably require to insure completion of or payment for all work free and clear of liens.

I. Right of City to Make Repairs. At all times, after reasonable prior notice to Bridge Steps, the City, its agent and employees shall have the right to enter the HAC for the purpose of inspection or, if Bridge Steps is in default after the expiration of any applicable cure period or in the event of an emergency, making any repairs or alterations to the HAC, both interior and exterior, and of every kind or nature which are required of Bridge Steps under this Agreement but which the Bridge Steps has failed to perform; and Bridge Steps shall not offer any obstruction, or

hindrance to any such repairs or alterations; provided; however, that nothing contained in this Section shall be deemed to impose on the City any obligation to so act.

J. Employment/Volunteer or Community Service Opportunities for Individual Experiencing Homelessness. Bridge Steps will require participation in community service activities for Clients who receive night shelter at the HAC and do not have a disability that prevents them from doing so. Bridge Steps agrees to take into consideration providing opportunities for individuals experiencing homelessness to be employed or volunteer at the HAC, including cleaning the interior and exterior of the HAC, where such employment or volunteer opportunity is consistent with Bridge Steps policy.

~~K. H. Securing Guest Client Belongings. Bridge Steps shall, at the discretion of the Director, consult with architects, space efficiency consultants, and other appropriate persons to add supplementary~~Bridge Steps shall provide secured storage for ~~Client~~the belongings of Clients who receive night shelter at the HAC. Bridge Steps shall employ adequate security personnel to ensure the safekeeping of Client belongings. ~~Contractor shall report to Director actions taken to increase storage and security. Bridge Steps shall prioritize reduction of shelter resistant Clients due to inadequate storage and theft.~~

## SECTION 20. OPERATING PERSONNEL

A. Staffing Plan. By February 1st of each Contract year, Bridge Steps shall submit a staffing plan (as part of the comprehensive plan for operations required under Section 7) for employees, contractors, subcontractors, vendors, and volunteers, as well as a list of co-located agencies, ~~and volunteers~~ that is based on anticipated resident occupancy and the services to be provided at the HAC, for the following Contract year/fiscal year, running from October 1st to September 30th of each year, to Director for City's ~~approval process, comment period, and consideration by City Council committees and City Council.~~comment and approval process. Bridge Steps shall submit a final staffing plan by September 1 of each year (or at least 15 calendar days prior to City Council consideration of the annual funding amendment, whichever is earlier). The staffing plan shall include plans for recruiting and training volunteers and the duties that volunteers will be allowed to undertake. Contractor shall ~~not make~~notify the Director of changes to the approved staffing plan ~~without Director approval.~~ The City reserves the right to meet with Bridge Steps' Chief Executive Officer and/or human resources department to review the staffing plan and ~~to make~~recommend changes to increase its effectiveness. The approved staffing plan (with the annual operating budget and fundraising plan) shall be included in **Exhibit C** hereto.

~~B. HAC Director. Bridge Steps shall maintain an on-site Director of the HAC. The HAC Director shall be responsible to and report directly to the Bridge Steps President and Chief Executive Officer.~~

~~C.~~ B. Other Personnel. Bridge Steps shall employ and pay or contract with agencies to provide all of the necessary operating personnel as established in the approved operating budget and staffing plan to perform all of Bridge Steps' responsibilities under this Contract. Such employees shall be physically present at the HAC. It is understood that all

operating personnel shall be employees of Bridge Steps and not of City and City assumes no obligation to such persons. City shall in no sense ever be deemed to be an employer of, partner, or joint venturer with Bridge Steps or any of its operating personnel. Bridge Steps agrees and thereafter shall defend and hold City harmless against any claims against City by any employees of Bridge Steps with respect to employee benefits of City.

~~D.C.~~ City Personnel at the HAC. City shall retain office space at the HAC for ~~\_\_\_\_\_~~ ~~(=)~~ at least five (5) but no greater than ten (10) City employees, as well as dedicated parking spaces in the HAC parking lot for City employees whose offices are located at the HAC at any given time, plus one additional parking space. City programs to be housed at the HAC include: Homeless Outreach and United States Department of Housing and Urban Development (“HUD”) funded housing. City employees shall follow the operational policies and procedures of the HAC; however, City employees shall report to ~~City’s Manager of Homeless Services~~ their City supervisor and are not considered Bridge Steps employees.

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~~E.D.~~ Training. Bridge Steps shall be responsible for developing and implementing operational orientation and training for all Bridge Steps employees, ~~City employees, and staff of co-located agencies that will work on site at the HAC.~~

~~F.~~ ~~Criminal Background Checks.~~ ~~Bridge Steps agrees to obtain a criminal background check on all employees and volunteers whose duties will place them in contact with children under the age of eighteen (18).~~ E. Protection of Children at the Facility. Bridge Steps shall implement a policy to prevent any employee or volunteer from being the sole adult left in the presence of children at any time, ~~unless the adult is the child’s parent or legal guardian.~~ Bridge Steps shall not assign or allow employees and volunteers to be in direct contact with children if the employee or volunteer would be barred from contact with children under the rules established for day care facilities by the Texas Department of Family and Protective Services. If children under the age of eighteen (18) are on campus at the HAC, Bridge Steps agrees to obtain a criminal background check on all employees and volunteers whose duties will place them in contact with such children under the age of eighteen (18).

~~G.E.~~ Segregation of Duties and Responsibilities. Bridge Steps shall segregate duties of personnel by job classification, and clearly delineate the parameters of each job. ~~Bridge Steps should eliminate the allocation of multi-tier responsibilities to singular employees, for example, an employee determining a Client’s eligibility for housing benefits should not be the same employee conducting housing placement for said Client., so as to minimize the risk of fraud, waste, and abuse.~~

## SECTION 21. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between City and the Bridge Steps is that of independent contractor, and City and Bridge Steps by the execution of this Contract do not change the independent status of Bridge Steps. Bridge Steps shall exercise independent judgment in performing work under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed.

No term or provision of this Contract or act of Bridge Steps in the performance of this Contract shall be construed as making Bridge Steps the agent, servant or employee of City, or making Bridge Steps or any of its employees eligible for the fringe benefits, such as retirement, insurance and work's compensation, which the City provides its employees.

## **SECTION 22. ~~ADDITIONAL OUTCOME MEASURES~~**

~~———— In addition to the performance measures and outcome measures set forth in the Scope of Services in Exhibit A under Section 3, Bridge Steps may develop additional outcome measures, in coordination with co-located agencies, other homeless services provider agencies, and City. Director shall have approval of any such outcome measures that are developed, adopted, and implemented by Bridge Steps. Bridge Steps shall monitor the programs of the co-located agencies, other homeless services provider agencies, and Bridge Steps against such outcome measures annually.~~

## **~~SECTION 23. DEFAULT; TERMINATION; RECAPTURE OF FUNDS~~**

- A. Bridge Steps Default. Contractor shall be in default under this Contract if:
- a. Contractor fails to perform or observe or otherwise breaches any term, condition, obligation or covenant contained herein; or
  - b. any statement, warranty or representation contained herein is determined by City to be false (each, a “Default”), and such Default remains uncured 30 days after the date of written notice to ~~Developer~~Contractor by City (“Uncured Default”).
- B. Notice by Contractor. Contractor shall immediately notify the City in writing upon becoming aware of any event or condition constituting a Default, or that would, with the giving of notice or passage of time, or both, constitute a Default under this Contract. Such notice shall specify the nature of the event or condition, the period of existence thereof, and the action Contractor is taking or proposes to take with respect thereto.
- C. Remedies of City. In the event of an Uncured Default, City shall have the right to elect any or all of the following actions in its sole discretion:
- a. terminate this Contract effective ~~immediately upon~~90 days after providing written notice of such intent to ~~Developer~~Contractor,
  - b. demand immediate repayment by Contractor of any amount(s) to which the Funds default relates and said Funds amount(s) shall be immediately due and payable by Contractor without further or additional notice; and/or
  - c. pursue any other legal remedies available at law or equity.

In the event of termination of this Contract under (a), any Funds amount awarded under the funding source where the default occurred, but unpaid to Contractor pursuant to this

Contract ~~shall~~ may be immediately rescinded ~~and Contractor shall have no further right to such Funds at the discretion of City.~~ In the event of repayment of the Funds under (b), any amount due and owing after the demand date shall accrue interest at the maximum rate of interest allowed by law. Any provisions of this Contract related to repayment or recapture of Funds or interest thereon shall survive the termination of this Contract.

Contractor does hereby grant to City the right to prosecute or take appropriate action, at law or in equity, against Contractor to recover any Funds or to enforce any other covenant or agreement contained in this Contract. If the City prevails in a legal proceeding against Contractor, the City is further entitled to recover damages, attorney's fees, and court costs from Contractor.

D. No Funds Disbursed While in Breach. ~~Developer~~ Contractor understands and agrees that no ~~Funds~~ funds will be paid to or on behalf of Contractor until ~~all~~ any Uncured Defaults are cured to the satisfaction of City; provided, however, that nothing in this section or paragraph shall require payment of funds until the request for payment procedures set forth in Exhibit D, are met, and all required proofs of performance set forth in Exhibit E, have been submitted and approved.

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E. Waiver of Breach Not Waiver of Subsequent Breach. The waiver of a breach of any term, covenant, or condition of this Contract shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

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F. ~~F. — Other Termination.~~ Notwithstanding the foregoing, the City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for failure to appropriate funds, cause ~~or for the convenience of City~~ by giving at least ~~ten (10)~~ ninety (90) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice.

City also has the right to request that Contractor assign and transfer to City all of Contractor's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. City shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director; which shall completed within 30 days of termination. Contractor shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

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G. City Default. City shall be in default under this Contract if City fails to perform or observe or otherwise breaches any term, condition, obligation or covenant contained herein;

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H. Remedies of Contractor. In the event of an Uncured Default, Contractor shall have the right to elect any or all of the following actions in its sole discretion:

- a. terminate this Contract effective 90 days after providing written notice such intent to City,
- b. demand immediate payment by City of any amount(s) to which the default relates and said amount(s) shall be immediately due and payable by City without further or additional notice; and/or
- c. pursue any other legal remedies available at law or equity.

#### **SECTION 2423. CONTRACT NON-ASSIGNABLE**

This Contract provides for unique management services. Bridge Steps shall not sell, assign, transfer or convey its interest or rights in the Contract, or any claim or cause of action related thereto, in whole or in part, without the prior written consent of City's Director.

#### **SECTION 2524. OWNERSHIP OF WORK PRODUCT**

All of Bridge Steps' work product under this Contract shall become the property of City, without restriction on future use. Bridge Steps shall deliver to the Director all data, reports, and other documents which result from Bridge Steps' services in such form as is reasonably satisfactory to the Director. Copies may be retained by Bridge Steps. ~~Bridge Steps shall retain all records relating to this Contract for a minimum of three (3) years and billings relating to the performance of this Contract at City's election.~~ Bridge Steps shall maintain strict confidentiality in the performance of this Contract and shall not disclose any information ~~of~~ documentation related to the subject matter of this Contract without the written approval of the Director.

#### **SECTION 2625. CONFIDENTIAL WORK**

Except for information required to be disclosed in the course of the performance of services under this Contract or necessary to be disclosed in order for Bridge Steps to meet its obligations under this Contract, in Bridge Steps' discretion, or required to be disclosed under the provisions of the Texas Public Information Act, no reports, information, evaluations, data, or any other documentation developed by, given to, prepared by, or assembled by Bridge Steps under this Contract shall be disclosed or made available to any individual or organization by Bridge Steps without the approval of Director.

Bridge Steps understands that City is subject to the provisions of the Texas Public Information Act ("Act"), and cannot agree to any non-disclosure of Bridge Steps' reports that are not otherwise exempt under the Act. Bridge Steps is acting as an agent of City for the sole purposes of compliance with the Act.

#### **SECTION 2726. BRIDGE STEPS LIABILITY**

Approval of City shall not constitute nor be deemed a release of the responsibility and liability of ~~DMHA~~Bridge Steps for the accuracy and competency of its reports, information, and

other documents or services, nor shall approval be deemed to be the assumption of such responsibility by City for any defect, error, or omission in the documents prepared or services rendered by Bridge Steps.

## SECTION ~~28~~27. INSURANCE REQUIREMENTS

Bridge Steps shall procure, pay for, and maintain during the term of this Contract with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in **Exhibit E**, attached to and made a part of this Contract. Approval, disapproval, or failure to act by City regarding any insurance supplied by Bridge Steps or its subcontractors shall not relieve Bridge Steps of full responsibility or liability for damages, errors, omissions, or accidents as set forth in this Contract. The bankruptcy or insolvency of Bridge Steps' insurer or any denial of liability by Bridge Steps' insurer shall not exonerate Bridge Steps from the liability or responsibility of Bridge Steps set forth in this Contract. Certificates evidencing such insurance to be in force shall be provided to the Director, City, its officers, agents, and employees, shall be named as additional insureds. Each policy shall require that thirty (30) days written notice shall be given to City prior to expiration, cancellation, non-renewal, or material change in coverage. Bridge Steps and City hereby mutually waive subrogation for loss or damage to the extent such is covered by the proceeds of insurance.

## SECTION ~~29~~28. TREASURY BILL

Bridge Steps shall purchase a United States Treasury Bill ("Treasury Bill") in the amount of \$175,000 in lieu of purchasing a payment bond and a performance bond. The Treasury Bill shall be pledged to City pursuant to a Pledge and Security Agreement between City and Bridge Steps, attached to the First Amendment to the Contract as **Exhibit G**. Bridge Steps shall ~~open~~maintain a safekeeping account ~~at Bank of America~~ in which the Treasury Bill shall be held during ~~both the Initial term of the Contract Term and (including any subsequent Renewal Term).~~ Any maintenance fees or other fees for the safekeeping account shall be paid by Bridge Step.

## SECTION ~~30~~29. INDEMNITY

~~CAO~~ *which provision?*

*Provision in Original Contract:*

~~Bridge Steps EXPRESSLY AGREES TO FULLY AND COMPLETELY defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bridge Steps' breach of any of the terms or provisions of this Contract or by any negligent, grossly negligent or strictly liable act or omission of Bridge Steps, its officers, agents, associates, or employees, in the performance of this Contract, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, GROSS NEGLIGENCE OR~~

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~~COMPARATIVE FAULT OF CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, CONTRIBUTES IN ANY WAY TO THE DAMAGE, INJURY OR OTHER HARM MENTIONED ABOVE. THE REQUIREMENTS OF Bridge Steps TO DEFEND AS DESCRIBED ABOVE ALSO UNCONDITIONALLY APPLIES REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, GROSS NEGLIGENCE OR COMPARATIVE FAULT OF CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, CONTRIBUTES IN ANY WAY TO THE DAMAGE, INJURY OR OTHER HARM MENTIONED ABOVE.~~  
Nothing in this paragraph shall be constructed as waiving any governmental immunity available to City under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

*Provision included in updated draft:*

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONTRACTOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR AND CITY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE TERM OF THIS CONTRACT.

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### **SECTION ~~31~~30. REPORTS AND AUDITS**

Bridge Steps shall maintain records to demonstrate proper expenditure of both City and Bridge Steps funds for the operation of the HAC. Bridge Steps shall promptly submit to City unaudited monthly ~~statements of finances and operations and, upon request, monthly statements,~~

~~as described in Section 13 above, and audited annual statements of finances and operations. Each type of statement shall detail receipts, disbursements, and such other information as may be required to accurately disclose its operations during the preceding month, quarter, or year, as applicable, or as may be requested by City.~~ financial statements as described in Section 13 above.

~~\_\_\_ In addition, Bridge Steps will secure an annual independent audit by a certified public accountant at its own expense for both HAC finances and operations and Bridge Steps fundraising revenues and expenditures. Bridge Steps will ensure that the independent auditor communicates~~ provide to City a copy of the auditor's report (including the management letter and reports on all significant deficiencies and material weaknesses in internal control over financial reporting that the independent auditor identifies during the course of the audit~~).~~ The City Auditor's Office has the right to review the certified public account's independent audit working papers.

The following additional provisions are incorporated herein from the Second Amendment to the Renewal Contract:

- A. Reporting. Contractor will submit to City monthly reports that include Program activities, outcomes, and other information required by the City. ~~These monthly submissions are due within ten (10) days after the end of the month for which reimbursement is sought for expenses to be reimbursed from TDHCA and by the 20<sup>th</sup> of each month for services provided the previous month for expenses to be reimbursed from other sources described by this Second Amendment.~~ Failure to submit any report or documentation described in this ~~Second Amendment~~ Section to City shall be an event of default under this ~~Second Amendment~~ Section and City may exercise all of its remedies for default under this ~~Second Amendment~~ Section. City retains the right to change reporting requirements and forms at its discretion and agrees to work collaboratively with Contractor to determine the appropriate measures of performance. City will notify Contractor in writing of any such change.
- B. Record Keeping. Accurate record keeping and retention are material to the Contractor's performance of this ~~Second Amendment~~ Section. Specifically, Contractor will keep or cause to be kept an accurate records of: (i) Clients accepted into the Program, (ii) the services provided to each Client, (iii) the progress of each Client, and (iv) a description of Fund expenditures (by source) sufficient to allow City to monitor the effectiveness of the Program and compliance with this ~~Second Amendment~~ Section and any grant requirements. Contractor shall promptly provide City with copies of any document City deems necessary for the effective fulfillment of City's monitoring and evaluation responsibilities. Contractor will maintain all records and documentation related to this Contract for ~~7~~ three (3) years after termination of this Contract~~; (or, with respect to the applicable funding, such longer period as may be required under any agreement that is made a part of this Contract).~~ If any claim, litigation, or audit is initiated before the expiration of the ~~7-year~~ retention period, the records must be retained until all such claims, litigation or audits have been resolved. Contractor understands and agrees that City and any representatives of a grant funding entity shall have access to all reasonable hours to the Contractor's offices and records dealing with the use of the Funds.

**GC.** Client Feedback. Bridge Steps shall design a system for the acceptance and evaluation of Client feedback. Bridge Steps shall follow up on Client feedback, share such feedback with the City and, in consultation with the Director, make changes where appropriate.

### **SECTION ~~3231~~. CITY'S RIGHT OF REVIEW AND AUDIT**

City has the right to review and audit any and all of the services performed by Contractor under this Contract, including financial records and operations of the HAC. ~~City is also hereby granted the right to review and audit Bridge Steps' financial records supporting fundraising revenues and expenditures for the HAC.~~ Bridge Steps agrees to retain all such records for a minimum of ~~seven (7)~~ three (3) years following completion of this Contract. ~~Bridge Steps must require (or, with respect to the applicable funding, such longer period as may be required under any agreement that any is made a part of its contractors, subcontractors, vendors, or agencies co-located at the HAC allow City to review and audit their financial records pertaining to their contracts with Bridge Steps or otherwise.~~ this Contract).

The following additional provisions are incorporated herein from the Second Amendment to the Renewal Contract:

- A. Monitoring. Contractor understands and agrees that it will be subject to monitoring by City and grant providers for compliance with the Regulations and the grant terms for the term of this ~~Second Amendment and up to 7 year thereafter.~~ Contract and up to three (3) years thereafter (or, with respect to applicable funding, such longer period as may be required under any agreement that is made a part of this Contract).
- B. City Inspection. City reserves the right to perform desk reviews or on-site monitoring of Contractor's compliance with the terms and conditions of this ~~Second Amendment~~ Contract, and of the adequacy and timeliness of Contractor's performance under this ~~Second Amendment~~ Contract. After each monitoring visit, City shall provide Contractor with a written report of its findings. If the monitoring report notes deficiencies in Contractor's performance, the report shall include requirements for the timely correction of said deficiencies by Contractor. Failure by Contractor to take the action specified in the monitoring report may be cause for suspension or termination of this ~~Second Amendment~~ Contract as provided herein.
- C. Audit. City reserves the right to perform an audit of Contractor's Program operations and finances at any time during the term of this ~~Second Amendment~~ Contract and for ~~7~~ three (3) years after the termination thereof. ~~(or, with respect to the applicable funding, such longer period as may be required under any agreement that is made a part of this Contract).~~ Contractor ~~Agrees~~ agrees to allow access to all pertinent materials as described herein. If such audit reveals a questioned practice or expenditure, such questions must be resolved within the timeframe described in the Audit report letter provided by the City. If questions are not resolved to City's satisfaction within this

period, City reserves the right to withhold further funding under this and/or future contract(s) with Contractor. IF AS A RESULT OF ANY AUDIT IT IS DETERMINED THAT CONTRACTOR HAS FALSIFIED ANY DOCUMENTATION OR MISUSED, MISAPPLIED, OR MISAPPROPRIATED FUNDS OR SPENT FUNDS ON ANY INELIGIBLE ACTIVITIES, CONTRACTOR AGREES TO REIMBURSE CITY THE AMOUNT OF SUCH MONIES PLUS THE AMOUNT OF ANY SACTIONS, PENALTY OR OTHER CHARGE LEVIED AGAINST CITY BY THE FEDERAL OR STATE GOVERNMENT BECAUSE OF SUCH ACTIONS.

**SECTION 3332. NON-WAIVER OF PERFORMANCE**

In no event shall any payment to Bridge Steps hereunder, the acceptance or receipt of reports, or any other act or failure of the City to insist in any one or more instances upon the terms and conditions of this Contract constitute or be construed in any way to be a waiver by the City of any breach of covenant or default which may then or subsequently be committed by Bridge Steps. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

**SECTION 3433. NO LITIGATION**

Bridge Steps acknowledges that it is not currently involved in any litigation adverse to City and Bridge Steps agrees that it will not undertake any litigation adverse to City or to an employee or office of City, except without prior disclosure to and consent by City.

[City acknowledges that it is not currently involved in any litigation adverse to Bridge Steps and City agrees that it will not undertake any litigation adverse to Bridge Steps or to an employee or office of Bridge Steps, except without prior disclosure to and consent by Bridge Steps.](#)

**SECTION 3534. NOTICE OF CONTRACT CLAIM**

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Contractor is expected to fully comply with the requirements of this ordinance in the event of a claim, in addition to all other requirements in this Contract related to claims and notice of claims.

**SECTION 3635. CONFLICT OF INTEREST OF CITY EMPLOYEES**

A. Contractor and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Contractor's performance of all of the services under this Contract. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Contract term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Contractor's performance of its duties under this Contract by the existence of Contractor's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Contract by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city

board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code.”

**SECTION ~~37~~36. GIFT TO PUBLIC SERVANT**

City may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**SECTION ~~38~~37. NONDISCRIMINATION; CITY’S M/WBE GOOD FAITH EFFORT PLAN**

As a condition of this Contract, Bridge Steps covenants that Bridge Steps will take all necessary actions to insure that, in connection with any operations under this Contract, Bridge Steps, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Bridge Steps shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§ 12101-12213, as amended. In this regard, Bridge Steps shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion; [\(or, with respect to applicable funding, such longer period as may be required under any agreement that is made a part of this Contract\)](#), with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

Bridge Steps shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, handicap unrelated to job performance or place of birth. This action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

Bridge Steps agrees to post in conspicuous places, available to employees and applicants, notices to be provided by City setting forth the provisions of this non-discrimination clause. In addition Bridge Steps agrees to comply with the requirements of City's M/WBE Good Faith Effort Plan.

**SECTION ~~39~~38. POLITICAL AND RELIGIOUS ACTIVITIES**

No portion of the funds received by Bridge Steps under this Contract or raised by Bridge Steps to fulfill its obligations under this Contract shall be used for any political activity, including, but not limited to, any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes. In addition, the HAC shall not be used for any political or religious activities.

**SECTION ~~40~~39. NOTICES**

Except as otherwise provided, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing..

If intended for City, to:

Charletra Sharp, Interim Managing Director \_\_\_\_\_  
City of Dallas  
Office of Homeless Solutions ~~Department~~ \_\_\_\_\_  
1500 Marilla Street, Room 6BN  
Dallas, Texas 75201

If intended for Contractor, to:

Bridge Steps  
1818 Corsicana  
Dallas, TX 75201  
Attn: Dr. David Woody III,  
Interim President and CEO

With a copy to:

City Attorney's Office  
City Hall, Room 7DN  
1500 Marilla Street  
Dallas, Texas 75201  
Attn: Sunny Tripp  
Assistant City Attorney

**SECTION ~~41~~40. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

| **SECTION ~~42~~41. CAPTIONS**

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

| **SECTION ~~43~~42. GOVERNING LAW AND VENUE**

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

| **SECTION ~~44~~43. COUNTERPARTS**

This Contract may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

| **SECTION ~~45~~44. SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and, except as otherwise provided in this Contract, their assigns.

| **SECTION ~~46~~45. AMENDMENTS; ENTIRE AGREEMENT**

This amended and restated Contract (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. All terms of the MSC Phase II not addressed in this Contract remain in effect. In the event of conflict between this Contract and any previous version of the MSC Phase

II, this Contract shall control. This Contract may be modified or amended only by written agreement of the parties, to be attached and made a part of this Contract.

## **SECTION 4746. COMPLIANCE WITH STATE GRANT REQUIREMENTS**

A. Compliance with State Grant Requirements Generally. Bridge Steps understands that a portion of City’s contribution to the HAC operating budget for year 9 of the Contract will come from grant funds awarded to City by Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless through the Homeless Housing and Services Program (HHSP) under Contract No. 63160002287 (the “TDHCA Grant Agreement”), attached to this First Renewal Term. Bridge Steps understands that a portion of the HAC operating budget during year 9 of the Contract will come from grant funds awarded to City under the TDHCA Grant Agreement and that Bridge Steps may count the TDHCA Grant Agreement toward its required contribution to The Bridge operating budget for year 9. Bridge Steps agrees that it shall comply with all requirements of the TDHCA Grant Agreement, including, but not limited to, the requirements that specified in this Section 47, in order to ensure that TDHCA grant funding is not jeopardized.

B. TDHCA Right of Review and Approval. TDHCA shall have the right to approve any subcontractors, contractors, consultants, and/or service providers of the City and Bridge Steps that are providing services under the TDHCA Grant Agreement, and to directly review, monitor, and/or audit the operational and financial performance and/or records of any of subcontractors, contractors, consultants, and/or service providers of the City and Bridge Steps that are providing services under the TDHCA Grant Agreement.

C. Record Keeping Requirements. Bridge Steps shall specifically comply with Section 9 of the TDHCA Grant Agreement.

D. Nondiscrimination, Fair Housing, Equal Access and Equal Opportunity. Bridge Steps shall specifically comply with Section 28 of the TDHCA Grant Agreement.

E. Debarred and Suspended Parties. Bridge Steps certifies that it, nor any of its subcontractors, contractors, consultants, and/or services providers to perform under this Contract, are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Bridge Steps certifies:

“CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-SUBCONTRACTORS/LOWER TIER COVERED TRANSACTIONS”

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

F. Monthly Expenditure and Performance Reports. On or after the 20<sup>th</sup> day of each month, Bridge Steps shall complete and deliver to City, the TDHCA HHSP Monthly Expenditure Report and the TDHCA HHSP Monthly Performance Report, on the forms attached as Exhibit D and Exhibit E, respectively, to the First Renewal Term.

G. Addendum A. Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements. Bridge Steps shall certify and disclose accordingly.

H. Private Funds Match for TDSHS Grant Funds (Where Provided under this Contract). Bridge Steps understands that in addition to the requirements of Section 47 above, in order to receive TDSHS grant funds from the City under this Contract and any applicable TDSHS Grant Agreement, Bridge Steps will be required to provide documentation to the City and/or TDSHS of the private funds Bridge Steps will use for a one-to-one match of the required TDSHS grant funds.

#### **SECTION 48.47. HOMELESS MANAGEMENT INFORMATION SYSTEM AND CONTINUUM OF CARE COORDINATION**

A. Homeless Management Information System. Bridge Steps shall continue to participate in the existing local homeless management information system (HMIS) selected by the local Continuum of Care (CoC) and managed by the HMIS lead agency in accordance with 24 CFR 576.400(f). Bridge Steps will ensure that appropriate staff:

- (i) Complete an HMIS User Agreement with MDHA and agree to confidentiality and security practices;
- (ii) Obtain and maintain access to HMIS, including signing into the HMIS system at least once a month in order to keep password active;
- ~~(iii)~~ Participate in all training for HMIS;
- ~~(iii)~~ Collect and enter data of (iv) Enroll all individuals seeking services into HMIS within five (5) days of initial contact (participant intake), -project enrollment); collect and enter data on provision of services, for such individuals; and exit all such individual within five (5) days of program exit, all regardless of the source of funding;
- ~~(iv)~~ Use HMIS to coordinate services for clients across programs; and
- ~~(v)~~ Pay any incremental costs associated with HMIS user fees for a Data Quality Report for any quarter in which the project scores less than 9 points (i.e., below Grade B or other comparable scoring threshold).

City shall pay HMIS Standard Costs associated with HMIS usage on behalf of Bridge Steps. HMIS Standard Costs will include the annual base project fee, variable quarterly client volume fee, and

variable quarterly data quality score fee for any quarter in which the project scores more than 8 points (i.e., Grade A or B or other comparable scoring threshold). HMIS Excess Costs means any incremental costs associated with HMIS user fees for a data quality score for any quarter in which a project scores less than 9 points (i.e., below Grade B or other comparable scoring threshold).

NOTE: HMIS does not take the place of other data collection and reporting. While participation in HMIS is mandated as outlined above, Bridge Steps is not required to use HMIS as its primary client service system.

B. Continuum of Care Coordination. To meet federal, state, and local goals to end/prevent homelessness, making homelessness rare, brief, and non-recurring, an effective homeless response system is required. Bridge Steps is an integral part of that homeless response system. Bridge Steps agrees to coordinate and collaborate with the local Homeless CoC, its lead agency and member providers, the existing Continuum of Care centralized/coordinated access system in accordance with 24 CFR 576.400(d), to achieve these system goals, as well as to meet individual client housing and service needs in a coordinated manner. In so doing, Bridge Steps shall work to minimize lengths of stays in the HAC and obtain placements in appropriate housing for clients as rapidly as possible, as well as prioritizing chronically homeless and those most at need. This includes, but is not limited to, the following:

- (i) Bridge Steps will participate in the Continuum of Care Coordinated Access System (CAS) operated by MDHA, including obtaining Documentation of Priority Status (DOPS) to add and/or maintain HAC clients on the Basecamp Housing Priority List from which to obtain housing.
- (ii) Bridge Steps will ensure that at least one program staff member regularly attends monthly CoC General Assembly meetings.
- (iii) Bridge Steps will ensure that at least one program staff member regularly attends monthly Case Management Round Table trainings ~~and other advertised trainings provided by the CoC or MDHA.~~
- (iv) Bridge Steps will ensure that at least one program staff member engages in “Your Texas Benefits” program.
- (v) Bridge Steps will ensure that at least one program staff member completes and maintains certification under the Substance Abuse/Mental Health Services Administration (SAMHSA) SSI/SSDI Outreach, Access, and Recovery (SOAR).
- (vi) Bridge Steps will take into consideration having at least one program staff member participates in the annual Homeless Point in Time (PIT) Count in January of each year.

Upon request, program staff shall provide a copy of the certificate of completions [\(if provided by MDHA or trainer\)](#) to the City of Dallas of any training upon completion.

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## **SECTION 4948. COMPLIANCE WITH LAWS AND REGULATIONS**

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Dallas, as amended, and all applicable laws, rules, and regulations of the State of Texas

and the Government of the United States of America. Contractor shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended.

**SECTION 5049. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION**

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

C. Contractor shall furnish all information and reports required by the City Manager or his designee and shall permit the City Manager or his designee to investigate its payrolls and personnel records which pertain to current professional services contracts with City for purposes of ascertaining compliance with this equal employment opportunity clause.

D. Contractor shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Contractor, and must be in the form that the City Manager or his designee prescribes.

E. If Contractor fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

- (1) Cancel, terminate or suspend this Contract in whole or in part;
- (2) Declare Contractor ineligible for further City contracts until it is determined to be in compliance.

| **SECTION ~~51~~50. MISCELLANEOUS**

A. Pursuant to Section 2270.002, Texas Government Code, the Contractor hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. The Contractor hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

| **SECTION ~~52~~51. CERTIFICATION OF EXECUTION**

The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 17-\_\_\_\_\_, approved on December 13, 2017, and by Bridge Steps.

APPROVED AS TO FORM:  
LARRY E. CASTO  
City Attorney

CITY OF DALLAS  
T.C. BROADNAX  
City Manager

By: \_\_\_\_\_  
Sunny Tripp  
Assistant City Attorney

By: \_\_\_\_\_  
Nadia Chandler Hardy  
Chief of Community Services

RECOMMENDED BY DIRECTOR:

BRIDGE STEPS  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Charletra Sharp  
Interim Managing Director  
Office of Homeless Solutions

By: \_\_\_\_\_  
Dr. David Woody III  
Interim President and CEO

## EXHIBITS AND ATTACHMENTS

### Exhibits:

- Exhibit A: Scope of Services
- Exhibit B: HAC Contract Provisions
- Exhibit C: Bridge Steps Annual Operating Budget, Staffing Plan, and Fundraising Plan
- Exhibit D: Request for Payment Procedures
- Exhibit E: Insurance Requirements
- Exhibit F: Proofs of Performance
- Exhibit G: Treasury Bill
- Exhibit H: Dallas County ~~Funding~~ [General Funds](#)
- Exhibit I: TDHCA Funding
- [Exhibit J: Dallas County ESG Funding](#)

### Attachments:

- Council Resolution 17-\_\_\_\_\_
- Certificate of Interested Parties
- Suspension/Debarment Certification
- Nonprofit Status Certification

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**Exhibit A**

**Bridge Steps  
Management Services Contract, Phase II (Amended and Restated)**

**Scope of Services  
October 1, 2017 through September 30, 2018**

**Program Description**

The Bridge Homeless Assistance Center (“The Bridge” or “HAC”) and Bridge Steps LLC (“Bridge Steps”) are integral parts of City’s homeless and crisis response system – to ensure that residents have a safe and decent place to stay on an emergency or crisis basis (in lieu of staying on the streets or other places not meant for human habitation), while at the same time acting as a Good Neighbor (see Attachment 1 below) and having an impact on homelessness, particularly in the Dallas Central Business District.

As outlined in Section 3 of the Management Services Contract, Phase II (“Contract”), Bridge Steps shall perform all services necessary to successfully manage and operate The Bridge. Bridge Steps shall have complete operating responsibility for the shelter as a low-barrier and housing-focused with proven results in housing placement, reduction in average length of stay in the shelter, and reduction in the percentage of persons returning to homelessness.

**Service Expectations:** Services provided at The Bridge will, at all times, utilize best practices for emergency shelters, including:

<b>Best Practice</b>	<b>Service Expectation</b>
Shelter First / Housing First Approach	Align shelter eligibility criteria, policies, and procedures with a Housing First approach to that anyone experiencing homelessness can access shelter without prerequisites, making services voluntary, and assisting people to access permanent housing options as quickly as possible.
Immediate & Low Barrier Access	<p>Ensure immediate and easy access to shelter by lowering barriers to entry and staying open and accessible 24/7. Eliminate sobriety and income requirements and other policies that make it difficult to enter shelter, stay in shelter, or access housing and income opportunities</p> <ul style="list-style-type: none"><li>• Individuals will be encouraged to participate in available services but not required.</li><li>• Sobriety will not be required; however, there will be no drug or alcohol use or sale on the premises. <i>Those found using or selling drugs or alcohol will be given the opportunity to dispose of the items or asked to exit the shelter for the night.</i></li><li>• Each person who comes to The Bridge will have a formal intake with a trained staff member, but will not be denied services for lack of valid ID.</li><li>• There will be secure storage space for personal items for guests accessing Night Shelter.</li><li>• Services animals and companion pets will be accommodated.</li><li>• Access to shelter and/or services is not denied or terminated to a Client or potential Client based on that Client’s criminal history, mental status, or sex offender status, nor give preferential treatment to Clients who have no such history</li></ul>

	<ul style="list-style-type: none"> <li>• Access to shelter and/or services is not denied or terminated to a Client or potential Client based on a perceived, assumed, or stereotypical risks (safety or otherwise), but denied or terminated solely based on actual behavior posing a safety risk at that time.</li> </ul>
Safe and Appropriate Diversion	Provide diversion services to find safe and appropriate housing alternatives to entering shelter and staying on the streets through problem-solving conversations, identifying community supports, and offering professional dialog regarding alternatives and options; provided that no one seeking shelter would intentionally be diverted to the streets or an encampments
Housing-Focused, Rapid Exit Services	Focus services in shelter on assisting people to access permanent housing options as quickly as possible, with proven results in housing placement, reduction in average length of stay in the shelter, and reduction in the percentage of persons returning to homelessness
Client-Centered Care	Offer accessible, coordinated, high quality services that respond to the unique needs of each individual based on an assessment and matching to the appropriate housing resource. Services must fit the individual's need rather than follow strict program guidelines.
Using Data to Measure Performance	Measure data on percentage of exits to housing, average length of stay in shelter, and returns to homelessness to evaluate the effectiveness of shelter and improve outcomes. All client demographic and service data must be captured, recorded, and reported through the local Homeless Management Information System (HMIS) in accordance with Section 48 of the Contract.

Bridge Steps agrees to utilize the “Five Keys to Effective Emergency Shelter” technical assistance curriculum under the *Emergency Shelter Learning Series* published by the National Alliance to End Homelessness (NAEH), to develop, implement, and sustain a change management plan (see Attachment 2 below), that will ensure that the above service expectations are attained and maintained through the remaining term of the Contract.

**Provision of Services:** Taking into account those service expectations, Bridge Steps will provide the array of services for the HAC listed below.

**(1) Day Shelter Services** – Day Shelter Services at The Bridge consist of the following services. Except as noted below, day shelter services are available from 6:00 a.m. to 5:00 p.m., 7 days a week, 365 days a year. New guests who have not accessed The Bridge within the last year and/or do not have a Bridge identification card will have an intake/triage assessment completed to assess and prioritize client needs.

- Care Coordination – Through care coordination staff, Bridge Steps provides triage, information and referral, shelter seekers services, health and behavioral health care coordination, income seeker services, and housing seeker services. Care coordination services are available from 6:00 a.m. to 10:00 p.m., 7 days a week, 365 days a year.
- Housing Attainment Services – Activities include facilitating affordable housing and supportive housing searches and placements
- Peer Support Services Program – [Peer support services are available](#) 24 hours, 7 days a week, 365 days a year

- Meals – Breakfast is available from 7:30 to 8:30 a.m., lunch from 12:00 to 1:00 p.m., and dinner from 6:00 to 7:00 pm
- Showers – Shower facilities are available to guests 24 hours, 7 days a week, 365 days a year.
- Laundry – Laundry facilities are available to guests from 6:00 a.m. to 5:00 p.m., 7 days a week, 365 days a year
- Kennel – Kennel services for animals and companion pets are available to guests ~~from~~ who receive Night Shelter services.
- Storage of Client Belongings – The Bridge facility includes storage from 6:00 a.m. to 5:00 p.m. for guest belongings for guests who receive Night Shelter services. Bridge Steps will take all reasonable actions necessary to secure those belongings.
- Other Services
  - Provided by Contractor (through staff or volunteers):
    - Library
    - Barber Shop
    - Computer Lab
    - Land Line Telephones
    - Alcoholics Anonymous (AA) 12 Steps Program
    - Story Circle
    - Art Classes
  - Provided by partner organizations:
    - Metrocare Services (behavioral health services)
    - Parkland Hospital Clinic and HOMES Program (primary health services)
    - Family Place (health relationships classes)
    - Veteran’s Administration (health and other services for veterans)
    - Legal Aid of Northwest Texas (legal services)
    - City of Dallas (benefits and disability counseling services)
    - Dallas County Health Department (infectious disease control)
    - City of Dallas – Office of Homeless Solutions (crisis intervention)
- Transport to Partner Shelters - Guests receiving Day Shelter Services may receive night shelter from The Bridge (see below) or from other local emergency shelters through referral partnerships. These include:
  - Austin Street Center
  - Union Gospel Mission
  - Dallas Life Foundation
  - The Salvation Army

Bridge Steps will ensure that guests have safe and reliable transportation traveling from The Bridge to other facilities.

(2) Night Shelter Services – Night Shelter Services include 249 shelter beds providing overnight shelter stays for individuals (no families), as shown below. Night shelter services are available from

5:00 p.m. to 6:00 a.m., 7 days a week, 365 days a year. New guests who have not access The Bridge within the last year and/or do not have a Bridge identification card will have an intake/triage assessment completed to assess and prioritize client needs.

- Pavilion Beds - Capacity: 149
- Transitional Beds - Capacity: 100

[Bridge Steps agrees to reserve at least five \(5\) shelter beds each night to be filled by City of Dallas street outreach staff, provided that City staff notify Bridge Steps, in the manner agreed by the parties, by 4:30 p.m. if those beds will be needed for that night.](#)

**(3) Co-Located Agencies/Services** - The following co-located agencies/services will be available at The Bridge campus:

Agency Name	Type of Services (and Staff On-Site)	Appr. Days/Times Services Provided On-Site	Appr. No. of Clients Served On-Site Each Month
Parkland Hospital Clinic	Primary Health Clinic	Monday – Friday 8:00 am – 5:00 p.m.	
Metrocare Services	Behavioral Health Services	Monday – Friday 8:00 am – 5:00 p.m.	350 per month
City of Dallas – Benefits & Disability Counseling	Assessment of Eligibility for SSI and Other Resources	Monday – Friday 9:00 am – 5:00 p.m.	20 per month
Veteran’s Administration	Assessment of Veteran Eligibility for Services	Monday – Friday 9:00 am – 5:00 p.m.	

Bridge Steps will provide City with advance written notice of changes to co-located agencies/services. City reserves the right of disapproval for co-located agencies/services at the campus.

**(4) Engagement Encounters with Shelter Adverse (within Good Neighbor Boundaries)** – On a daily/nightly basis, Bridge Steps will engage (through at least two (2) dedicated *street engagement* staff members) with shelter adverse individuals who are found within the Good Neighbor Boundary (shown in Attachment 1), and strongly encourage (and make accommodations for) those individuals to stay at The Bridge or a partner shelter. Engagement staff will work in pairs and, at all times, exercise safety precautions. Staff will maintain a daily log of engagement activities, including a count of each encounter and the outcome of the encounter (i.e., accepts or rejects shelter).

**Collaboration and Partnerships:** Bridge Steps will coordinate and collaborate with other Dallas area homeless shelters and providers to provide a seamless and coordinated effort to end and prevent homelessness (particularly in the Central Business District), and to alleviate redundancy and duplication of efforts among providers. The comprehensive plan of operations, as required in Section 7 of the Contract, for The Bridge shall include a plan for coordinating with homeless shelters and providers (particularly in the Central Business District), including but not limited to:

- List of The Bridge’s collaborative network partners (including agencies co-located on The Bridge campus, as listed above).

- Engagement with homeless persons not entering shelter (including The Bridge) to evaluate alternative accommodations or services needed to give them a safe and decent place to stay, off the streets.
- Coordination with other homeless shelters and providers, designed to meet Client needs, and alleviate Client confusion regarding the services that each agency provides and the times of day these services are provided.
- Coordination with other homeless shelters and providers on the timing for discharge of Clients to prevent concentrated discharge of Clients at the same time.
- Coordination with City of Dallas outreach and crisis intervention staff (as well as Dallas Police Department) relating to shelter placements from encampments or other locations.
- Collaboration and coordination with Parkland relating to hospital discharges for persons with no housing plan.
- Collaboration and coordination with Dallas County Criminal Justice relating to jail discharges for persons with no housing plan.
- Collaboration and coordination with Metro Dallas Homeless Alliance (MDHA) and the Continuum of Care (as outlined in Section 48 of the Contract).

**Performance (Outputs) Measures**

On a monthly basis, Bridge Steps will capture and report on the following performance measures, compared to the goals shown below, on Exhibit F, Monthly Target Analysis and Monthly Performance Report. Unduplicated client counts represent the number of unique individuals served overall or for a unique service over the entire fiscal year (October through September-), [regardless of funding source.](#)

Services	Performance Measure	Goal
Overall	<u>Unduplicated Client Count</u> Served The Bridge (across all services)	<del>8,600</del> Unduplicated Clients
	<del>Demographic data is reported for unduplicated clients on the Monthly Performance Report)</del>	
	<a href="#">Housing Attainment Services: Unduplicated Clients</a> <a href="#">Receiving Housing Attainment Services</a>	<del>1,450</del> <u>Unduplicated Clients</u>
Emergency (Day) Services	<u>Day Shelter Services:</u> Unduplicated Clients Receiving one or more Day Shelter Services (including Care Coordination)	<del>8,650</del> Unduplicated Clients
	<u>Care Coordination:</u> Of total receiving Day Shelter Services, Unduplicated Clients Receiving Care Coordination	<del>6,650</del> Unduplicated Clients
	<del>Coordinated Access System (CAS): Unduplicated Clients Added to Housing Priority List (HPL) through Documentation of Priority Status (DOPS)</del>	<del>N/A—reporting only</del>
	<del>Average Daily Client Count at The Bridge (for the month) (may include duplicate counts for a Client)</del>	<del>N/A—reporting only</del>

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Transitional (Overnight) Services	<del>Night Shelter Services: Unduplicated Clients Receiving Night Shelter Services</del>	<del>2,100</del> Unduplicated Clients
	<del>Shelter Utilization: Shelter Bed Nights (Occupancy) (for the month)</del>	<del>N/A—reporting only</del>
	<del>Average Length of Stay in Days for Clients Exiting to any Destination (during the month)</del>	<del>N/A—reporting only</del>
	<del>Engagement Encounters with Shelter Adverse Individuals within the Good Neighbor Boundaries (during the month)</del> <ul style="list-style-type: none"> <li><del>• Number Who Accept and Given Shelter</del></li> <li><del>• Number Who Accept But Shelter Not Available</del></li> <li><del>• Number Who Decline Shelter</del></li> </ul>	<del>N/A—reporting only</del>

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In addition to the above performance measures, Bridge Steps also agrees to report on the following additional metrics in the format provided in Exhibit F:

- [Day Services – Unduplicated Count of Persons Who Self-Resolve/Divert from Homelessness \(Homelessness is not required to be documented for self-resolved/diverted persons.\)](#)
- [Day Services – Unduplicated Number Added to Continuum of Care Housing Priority List](#)
- [Day Services – Average Daily Client Count](#)
- [Night Services- Shelter Utilization Bed Nights](#)
- [Night Services – Average Length of Stay \(in days\) for Clients Exiting to any Destination \(data used for outcome measure below\)](#)
- [Night Services – Number of Engagement Encounters](#)
- [Night Services – Length of Stay in Housing Placement \(less than 7 months; 7 months or more\)](#)

**Outcome Measures**

On a monthly basis, Bridge Steps will capture and report on the following outcome measures, compared to the goals shown below, on Exhibit F, Monthly Target Analysis, regardless of funding source.

Services	Outcome Measure	Goal
Emergency (Day) Services	<del>Self-Resolve or Diversion from Homelessness: Unduplicated Clients exiting without an overnight shelter stay who self-resolve or are diverted from homelessness</del>	<del>—</del>
	<del>Returns to Homelessness—Self-Resolve/Diverted Who Return to Shelter: Unduplicated Self-Resolved/Diverted Clients Who Return to The Bridge (within 7 months)</del>	<del>—% Reduction (from Oct to Sept)</del>

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	<del>Percentage reduction in Self-Resolved/Diverted Clients Who Return to The Bridge (using Oct count as the baseline)</del>	
<del>Transitional (Overnight) Services</del>	<del>Housing Placements (Permanent Housing): Unduplicated Clients exiting to permanent housing destinations</del>	<del>365 Unduplicated Clients</del>
	<del>Housing Placements (Transitional/Temporary): Unduplicated Clients exiting to temporary or transitional housing destinations</del>	<del>---</del>
	<del>Returns to Homelessness- Housing Placements Who Return to Shelter: Unduplicated Housing Placements Who Return to The Bridge (within 7 months) Percentage reduction in Housing Placements Who Return to The Bridge (using Oct count as the baseline)</del>	<del>---% 20% Reduction (from Oct to Sept)</del>
	<del>Reduction in Average Length of Stay: Percentage reduction in Average Length of Stay (using Oct average length of stay (in days) as the baseline)</del>	<del>---% 3% Reduction (from Oct to Sept)</del>

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In addition to the above outcome measures, Bridge Steps also agrees to report on the following additional metric in the format provided in Exhibit F:

- [Housing Placement \(to Temporary/Transitional Housing\)](#)
- [Unduplicated Housing Placements Who Return to The Bridge \(within 7 months\) \(data used for outcome measure above\)](#)

**Operational Report**

In addition to demographic/performance/outcome reporting, Bridge Steps will also submit an operational report each month to include *significant* events or changes in operation during the month as shown below. These are reported on Exhibit F, Operational Report.

- Operational events or changes
- Actual or anticipated changes in revenue or expenses
- Actual or anticipated staffing changes or issues
- Law enforcement activity (at or around the facility)
- Complaints (by Clients, neighbors, or others)
- Issues arising under the Good Neighbor Policy
- Disciplinary actions or bans issued to Clients
- Operational barriers and actions taken to address those barriers
- Other issues

**Monthly Partner Meetings**

Bridge Steps agrees to participate in monthly partner meetings with the City of Dallas to review progress on performance and outcome measures, as well as operational matters.

### **Overview of Accomplishments**

Bridge Steps will provide a written report with the "Final" Request for Payment (or Monthly Report) for the year that describes: (1) successes in meeting goals/objectives and outcome measures; and (2) any barriers that were encountered affecting those goals and outcomes and the actions taken to address those barriers. For reporting purposes, the "Final" Request for Payment is determined upon expiration of the fiscal year. This report is made on Exhibit F, Overview of Accomplishments.

### **Budget**

The annual operating budget for The Bridge is included in Exhibit C, and is governed by the provisions of Section 7 of the Contract. The City's maximum contribution, and Bridge Step's minimum contribution, to the annual operating budget are outlined in Section 8 of the Contract.

Budget revisions are governed by Section 7 (paragraph H) of the Contract.

The City will pay HMIS Standard Costs for The Bridge. Bridge Steps shall be responsible for any HMIS Excess Costs (which may be paid of the annual operating budget and paid through Bridge Step's contribution). HMIS Standard Costs include the annual base project fee, variable quarterly Client volume fee, and variable quarterly data quality score fee for any quarter in which the project scores more than 8 points (i.e., Grade A or B or other comparable scoring threshold). HMIS Excess Costs means any incremental costs associated with HMIS user fees for a data quality score for any quarter in which a project scores less than 9 points (i.e., below Grade B or other comparable scoring threshold).

### **Annual Funding – Current Year**

In the year 11 of the Contract, from October 1, 2017 through September 30, 2018 (except as noted below), Contractor's Program will be funded in part in the amounts described in this section.

City General Funds shall be provided not to exceed \$3,800,000 to support the Program during the period October 1, 2017 through September 30, 2018

Dallas County General Funds shall be provided in the amount of \$1,000,000 to support the Program during the period October 1, 2017 through September 30, 2018 for the purposes described and subject to the requirements of the Interlocal Agreement, attached hereto as Exhibit H. These funds will count towards Bridge Steps' required contribution to the HAC operating budget.

Texas Department of Housing and Community Affairs (TDHCA) Homeless Housing and Services Program (HHSP) Funds shall be provided in the amount of \$811,130 to support the Program during the period September 1, 2017 through August 31, 2018 (FY2018) for purposes described and subject to the requirements of the TDHCA HHSP Contract Number 63180002757, attached hereto as Exhibit I.

Dallas County Emergency Solutions Grant (ESG) Funds were provided with Year 10 funding, as approved by Council Resolution No. 17-0686, in the amount of \$90,684 for the reimbursement of operating utilities during the period March 21, 2017 through September 30, 2018 in accordance with the Dallas County FY2016 Emergency Solutions Grant Program Implementation Agreement

with City, attached hereto as Exhibit J. These funds will count towards Bridge Steps' required contribution to the HAC operating budget.

Subject to Section 8 of the Contract, Contractor's Program will be funded in the amounts described in this Exhibit A for the respective year. Funding sources and amounts may change during the term of this Contract and the amount of Funds provided pursuant to this Contract may be reduced in future years in accordance with this section. Each year, Exhibit A shall be amended to reflect the Funds available for that year, and the extent that services funded from particular sources may be subject to obligations described in separate contracts. The funding history of the Contract shall be maintained in this Exhibit A.

**Diversification of Funding**

As provided in Section 10 (paragraph G), of the Contract, Bridge Steps shall move toward sustainability through private philanthropic funding, and shall reduce the percentage of the HAC's annual operating budget funded using moneys contracted under this Contract (regardless of funding source) (hereinafter referred to a "MSC Funds"). For purposes of determining MSC funds, all funds contracted under this Contract (regardless of funding source) shall be counted as MSC funds, except as provided below. The total MSC funds contributed to Bridge Steps shall not exceed the following percentages for the respective contract years:

<u>Contract Year</u>	<u>Maximum Percentage</u>
<u>2017-18</u>	<u>MSC Funds will not exceed 85% of HAC annual operating budget; provided that, for this contract year only, Dallas County General Fund Pass-Through Funds (\$1 million) will not be included as MSC Funds in this calculation</u>
<u>2018-19</u>	<u>MSC Funds will not exceed 65% of HAC annual operating budget</u>
<u>2019-20</u>	<u>MSC Funds will not exceed 55% of HAC annual operating budget</u>

The balance of monies needed to operate The Bridge shall be derived through Bridge Steps' fundraising efforts. Nothing contained in this Section is intended to alter the City's contribution toward to the HAC operating budget set forth in Section 8 of this Contract.

**Program Income**

Refer to Section 12 of the Contract regarding program income.

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## Attachment 1

### Good Neighbor Policy and Boundaries Expectations

Bridge Steps will operate ~~The Bridge~~ the HAC in a manner that is respectful of its neighbors and surrounding community, and will abate quality of life nuisances within the boundaries defined in this Exhibit (the "Good Neighbor Boundary"). Bridge Steps acknowledges the importance of establishing and maintaining positive relationships with neighbors, and preserving safety and well-being of all in the neighborhood. Bridge Steps will expect its staff and ~~clients~~ guests to show respect for their neighbors by obeying all laws and community standards. Bridge Steps will respond quickly to any questions or concerns from neighbors and provide contact information whenever requested.

#### Good Neighbor Boundary:

The Good Neighbor Boundary shall include a six (6)-block radius around The Bridge perimeter. See attached map.

#### Good Neighbor Requirements:

~~Bridge Steps will monitor, on a daily basis through dedicated staff, within the Good Neighbor Boundary to collect litter, promote cleanliness, engage with neighbors, enhance safety and cleanliness of the area, prevent and control issues of loitering, unauthorized parking of vehicles, abandoned property, shopping carts and other blight.~~

Bridge Steps agrees to:

- ~~• Provide at least **eight (8)** maintenance staff on a daily basis, during week and on weekends, to pick up litter, garbage, refuse, rubbish, and trash and to monitor private feeding activities within the Good Neighbor Boundary.~~
- ~~• Provide at least **fifteen (15)** security officers during the week and **eighteen (18)** security officers on weekends to patrol for quality of life offenses within the Good Neighbor Boundary including, but not limited to, public intoxication, public urination and defecation, possession of drug paraphernalia, violation of municipal noise ordinances, blocking a public sidewalk, and unauthorized placement of temporary shelters on designated public property.~~

~~Provide~~ At a minimum, Bridge Steps will:

- Continue its current Good Neighbor activities, consisting of the following:
  - Providing safety and maintenance services for businesses adjacent to the HAC through execution of Good Neighbor Agreements
  - Working closely with the Dallas Police Department and Downtown Dallas, Inc. to reduce crime
  - Coordinating neighborhood clean-up events with volunteer and Clients
  - Requiring eligible Clients to participate in community services activities
- Ask Clients (and others who visit the facility) to abide by a Good Neighbor Policy that includes:
  - No littering, loitering, yelling or fighting, weapons, or panhandling, in the neighborhood.

- No purchasing/selling of drugs or drug paraphernalia or prostitution in the neighborhood.
- No harassing or disturbing neighbors, businesses, or other people in the neighborhood

- Engage neighborhood bodies representing The Cedars, Farmers Market, and Central Business District to solicit feedback about the following issues:
  - Security measures implemented, or to be implemented, by Bridge Steps for the facility and premises;
  - Compliance with occupancy limits of the facility and addressing overflow guests or potential guests
  - Dealing with persons under the influence of alcohol or drugs, or in possession of drugs and/or weapon(s).
  - Dealing with those loitering outside the facility and premises
  - Reporting obligations for observed, known, or suspected criminal activity and/or code violations in or around the facility and premises
  - Working with the neighborhood on crime prevention and crime reduction efforts, including an agreed-upon process for meeting and engaging with representatives of the neighborhood to discuss concerns of the neighborhood
  - Process for accepting and addressing written and verbal complaints or concerns (including a timeline for response)
  - Issues upon which the parties agree to submit joint proposals to the City, County, or any of their advisory bodies.

If both parties are willing and it is deemed appropriate, Bridge Steps will execute Good Neighbor Agreements with those neighborhood bodies.

- Provide copies of the Good Neighbor Agreements entered into pursuant to the preceding section, as well as any other existing Good Neighbor Agreements, to the City within 90 days following execution of this Contract.
- Deploy at least two (2) ~~current staff members to perform, among their other duties, street engagement staff~~ on a daily basis, during the week and on weekends, to engage with shelter adverse individuals with shelter adverse individuals who are found within the Good Neighbor Boundary, ~~as outlined earlier in this Exhibit A,~~ and maintain a count of those activities for reporting purposes.
- Follow all applicable laws and procedures when observing and reporting quality of life offenses.

~~Bridge Step staff will maintain a log of daily maintenance patrols, security patrols, and engagement activities, and collaborate with law enforcement as appropriate.~~

~~Bridge Steps will ask guests to abide by a Good Neighbor Policy that includes:~~

- ~~• No littering, loitering, yelling or fighting, or panhandling, in the neighborhood.~~
- ~~• No purchasing/selling of drugs or drug paraphernalia in the neighborhood.~~
- ~~• No harassing, bothering, or disturbing neighbors, businesses, or other people in the neighborhood.~~

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**No-Delegation of Police Powers and Compliance with City Ordinances:**

Bridge Steps will act as self-sufficiently as possible to minimize the impact on police and fire departments. Bridge Steps will station security officers both on-site and at bus/shuttle locations and may provide on-site medical facilities to respond to minor non-emergency medical needs of clients. In addition, designated beds would be reserved each night for law enforcement referrals.

Notwithstanding the foregoing, Bridge Steps shall not construe the Good Neighbor Requirements herein as authorization to remove encampments, or as a delegation of any of the City's Police Power.

- Bridge Steps shall comply with Section 7A-3.1 of the Dallas City Code when removing or disposing of shopping carts and with Section 31-13.1 of the Dallas City Code when responding to unauthorized temporary shelters.
- Bridge Steps shall call Dallas Police Department, when necessary to assist with the removal of encampments or any clean-up efforts involving the removal of personal items within the Good Neighbor Boundary.
- Bridge Steps shall promptly notify Dallas Police Department when there is suspected criminal activity or a breach of the peace.
- Bridge Steps shall employ dedicated homeless engagement staff in accordance with the Services in Exhibit A to ensure homeless persons who are not entering The Bridge do not block streets and sidewalks and instead are provided transportation to other shelters.

This provision does not limit Contractor's obligation to comply with any other law, statute, regulation, or ordinance either federal, state, or municipal governing removal of temporary shelters or shopping carts

**Good Neighbor Boundary:**

The Good Neighbor Boundary shall include a one (1) mile radius around The Bridge perimeter.

*[insert map]*

**Funding:**

City understands that Bridge Steps cannot fulfill its Good Neighbor obligations without additional funding from City equal to the minimum amount budgeted for each new activity as follows:

- **Safety: \$2,025,000 annually (45 total employees at \$45,000 annually)**
- **Maintenance: \$408,000 annually (12 total employees at \$34,000 annually)**
- **Transportation: \$100,000 one-time cost (purchase of two 15-passenger vans) and \$185,000 annually (four drivers at \$45,000 annually; \$5,000 annually for insurance, repair, vehicle maintenance)**

◆ Outreach: \$244,000 annually (four total employees at \$61,000 annually)

The parties acknowledge that no additional or alternative funding will be provided by the City for these Good Neighbor activities.

[\[insert Good Neighbor Boundary map\]](#)

**Attachment 2**

**Change Management Plan  
for Five Keys to Effective Emergency Shelter**

Bridge Steps will, at minimum, implement the “Five Keys to Effective Emergency Shelter” – based on the *Emergency Shelter Learning Series* technical assistance curriculum published by the National Alliance to End Homelessness (NAEH) at <https://endhomelessness.org/resource/emergency-shelter/>).

During FY2017-18, Bridge Steps will design and implement (consistent with the deliverables shown below) a change management plan that will incorporate (on a long-term and sustainable basis) the “Five Keys to Effective Emergency Shelter” at The Bridge, by May 31, 2018.

<b>Deliverable</b>	<b>Target Date</b>	<b>Report Progress to City of Dallas</b>
Form Change Management Team – to include: <ul style="list-style-type: none"> <li>• Chief Executive Officer</li> <li>• All Senior Operational Staff</li> <li>• Key Front-Line Staff</li> <li>• Key Board Members (if possible)</li> </ul> Share process with full Board of Directors	1/31/2018	In Feb partner meeting
View and discuss 1 <sup>st</sup> Webinar (The Role of Emergency Shelter in the Crisis Response System)  Complete and discuss Self-Assessments and Action Plans <ul style="list-style-type: none"> <li>• System Role</li> <li>• Housing First</li> <li>• Diversion</li> <li>• Low-Barrier</li> <li>• Housing-Focused and Rapid Exit Services</li> <li>• Using Our Data</li> </ul> Share progress with full Board of Directors	2/28/2018	In March partner meeting (provide copy of Self-Assessments and Action Plans to City of Dallas)
View and discuss 2 <sup>nd</sup> Webinar (Keys to Effective Low Barrier Emergency Shelters)  Complete and discuss: <ul style="list-style-type: none"> <li>• Shelter Outcome Metrics Form</li> </ul> Share progress with full Board of Directors	3/15/2018	In April partner meeting (provide copy of Shelter Outcome Metrics Form to City of Dallas)
View and discuss 3 <sup>rd</sup> Webinar (How to Transition Your Emergency Shelter to a Low-Barrier and Housing-Focused Shelter Model)  Review and discuss: <ul style="list-style-type: none"> <li>• 10 Steps to Evaluating Your Shelter Rules</li> <li>• Bridge policies, procedures, client handbooks, and highlights changes toward low-barrier and housing-focused shelter</li> </ul> Share progress with full Board of Directors	3/31/2018	In April partner meeting

<p>View and discuss 4<sup>th</sup> Webinar (Which Rules are the Right Rules for Low-Barrier Emergency Shelters)</p> <p>Continue review and discussion:</p> <ul style="list-style-type: none"> <li>• Bridge policies, procedures, client handbooks, and changes toward low-barrier and housing-focused shelter</li> <li>• Gather feedback from staff and shelter clients on implementation of new expectations</li> </ul> <p>Share progress with full Board of Directors</p>	4/15/2018	In May partner meeting (provide summary list of policies, procedures, and rule changes to City of Dallas)
<p>View and discuss 5<sup>th</sup> Webinar (Rules and Safety in Low-Barrier Shelters That Serve Single Adults)</p> <p>Continue review and discussion:</p> <ul style="list-style-type: none"> <li>• Bridge policies, procedures, client handbooks, and changes toward low-barrier and housing-focused shelter</li> <li>• Gather feedback from staff and shelter participants on implementation of new expectations</li> </ul> <p>Share progress with full Board of Directors</p>	4/30/2018	In May partner meeting (provide summary list of policies, procedures, and rule changes to City of Dallas)
<p>View and discuss remaining webinar(s) (to be determined)</p> <p>Share progress with full Board of Directors</p>	5/15/2018	In June partner meeting
<p>Share final results with full Board of Directors and City of Dallas (including long-term, sustainability plan)</p>	5/31/2018	In June partner meeting

### Attachment 3

#### History of Funding Provisions in Management Services Contract

The following provisions represent the funding history under Section 8 of the Contract:

A. City Contribution in First Year of Contract. In consideration of the services performed by Bridge Steps under the terms of this Contract, City's contribution to HAC operational costs in the First Year of the Contract, from December 12, 2007 to September 30, 2008, shall not exceed \$2,233,214, which amount shall not exceed 70% of the total approved budget for HAC operations for that year. Additionally City will contribution \$440,000 toward transitional costs as more fully described in Section 9 below.

B. Bridge Steps' Contribution in First Year of Contract. In the First Year of the Contract, from December 12, 2007 to September 30, 2008, Bridge Steps shall contribute a minimum of \$957,092, which amount shall not be less than 30% of the total approved budget for HAC operations for that year.

C. City and Bridge Steps Contributions in Years 2-4.

(1) Year 2. In year 2 of the Contract, from October 1, 2008 to September 30, 2009, City's contribution to the HAC operating budget shall not exceed the lesser of \$3,500,000 or 70% of the total approved budget for HAC operations for year 2, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 30% of the total approved budget for HAC operations in year 2 of the Contract.

(2) Years 3 and 4. In years 3 and 4 of the Contract, from October 2009 to September 30, 2011, City's contribution to the HAC operating budget shall not exceed \$10,061,364, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute no fewer actual dollars to the HAC operating budget in each year 3 and year 4 of the Contract than the actual dollars Bridge Steps contributed to the HAC operating budget during year 2 of the Contract.

D. City and Bridge Steps Contributions in Years 5-8.

(1) Year 5. In year 5 of the Contract, from October 1, 2011 to September 30, 2012, City's contribution to the HAC operating budget shall not exceed \$3,571,857 for year 5 of the Contract, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 5 of the Contract. \$795,906 of TDHCA HHSP grant funds awarded to City in 2011 will count toward Bridge Steps' required contribution to the HAC operating budget in year 5.

(2) Year 6. In years 6 of the Contract, from October 1, 2012 to September 30, 2013, City's contribution the HAC operating budget shall not exceed the lesser of \$3,500,000 or 60% of the total approved budget for HAC operations for year 6 of the Contract, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 6 of the Contract. \$746,202 of TDHCA HHSP grant funds awarded to City in 2012 and funds paid to City under the Interlocal Agreement will count toward Bridge Steps' required contribution to the HAC operating budget in year 6.

(3) Year 7. In year 7 of the Contract, from October 1, 2013 to September 30, 2014, City's contribution the HAC operating budget shall not exceed the lesser of \$3,800,000 or 60% of the total approved budget for HAC operations per year, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 7 of the Contract. \$756,818 of TDHCA HHSP grant funds awarded to City in 2013 and funds paid to City under the Interlocal Agreement will count toward Bridge Steps' required contribution to the HAC operating budget in year 7. \$748,434 of Emergency Solutions Grant funds awarded to City in 2012 and 2013 and funds paid to City by the United States Department of Housing and Urban Development will count towards Bridge Steps' required contribution to the HAC operating budget in year 7; such funds must first be used to pay the utility costs of The Bridge and thereafter may be used for other operating expenses of The Bridge as allowed under this Contract. TDSHS grant funds will count towards Bridge Steps' required contribution to the HAC operating budget in year 7.

(4) Year 8. In year 8 of the Contract, from October 1, 2014 to September 30, 2015, City's contribution the HAC operating budget shall not exceed the lesser of \$3,950,000 or 60% of the total approved budget for HAC operations per year, subject to annual appropriation and approval by City Council. Bridge Steps shall contribute a minimum of 40% of the total approved budget for HAC operations in year 8 of the Contract. TDSHS grant funds, \$378,279 of Emergency Solutions Grant funds awarded to the City for year 8, TDHCA HHSP grant funds of \$776,960, and funds paid to City under the Interlocal Agreement (the terms of which Bridge Steps shall comply), will count towards Bridge Steps' required contribution to the HAC operating budget in year 8. Emergency Solutions Grant funds must first be used to pay the utility costs of The Bridge and thereafter may be used for other operating expenses of The Bridge as allowed under this Contract.

E. City and Bridge Steps Contributions in First Renewal Term/Years 9-13. City has exercised the First Renewal Term of the Contract with Bridge Steps, in years 9-13 of the Contract, from October 1, 2015 to September 30, 2020. During the First Renewal Term, City's contribution to the HAC operating budget shall not exceed the lesser of \$3,800,000 or 50% of the total approved budget for HAC operations per year, subject to annual appropriations and approval of the Dallas City Council. Bridge Steps shall contribute a minimum of 50% of the total approved budget for the HAC operations in years 9-13 of the Contract.

(1) Year 9. Notwithstanding the foregoing, in Year 9 of the Contract, from October 1, 2015 through September 30, 2016, City's contribution to the HAC operating shall not exceed the lesser of \$3,800,000 or 50% of the total approved budget for HAC operations per year. Bridge Steps shall contribute a minimum of 50% of the total approved budget for the HAC operations in Year 9 of the Contract. City shall also contribute-\$378,279 in Fiscal Year 2015-2016 Emergency Solutions Grant (ESG) funds for shelter operations at the HAC for Year 9. The amounts of \$1,000,000 in General Funds and \$113,357 in ESG funds from Dallas County will count towards Bridge Steps' required contribution to the HAC operating budget for shelter operations for Year 9. Bridge Steps will provide the cash match for both the City and Dallas County ESG match requirements (\$491,636). Bridge Steps shall comply with all conditions and requirements of the ESG grant from the City and Dallas County, in addition to all conditions and requirements of the Dallas County Interlocal Agreement for General Funds.

In the year 9 of the Contract, from September 1, 2015 through August 31, 2016, \$790,380 in funds received by the City from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless pursuant to the Homeless Housing and Services Program (HHSP), will count toward Bridge Steps' required contribution to the Bridge operating budget. Bridge Steps shall comply with all the conditions and requirements of the TDHCA grant agreement.

(2) Year 10. In the year 10 of the Contract, from October 1, 2016 through September 30, 2017 (except as noted below), Contractor's Program will be funded in part in the amounts described in this section. Funding sources and amounts may change during the term of this Contract. Each year, this section shall be amended to reflect the funding available for that year, and services funded from particular sources may be subject to obligations described in separate contracts.

City General Funds shall be provided not to exceed \$3,800,000 to support the Program during the period October 1, 2016 through September 30, 2017

Dallas County General Funds shall be provided in the amount of \$1,000,000 to support the Program during the period October 1, 2016 through September 30, 2017 for the purposes described and subject to the requirements of the Interlocal Agreement attached to the Second Amendment.

Dallas County Emergency Solutions Grant Funds shall be provided in the amount of \$90,684 for the reimbursement of operating utilities during the period March 21, 2017 through September 30, 2018 in accordance with the Dallas County FY2016 Emergency Solutions Grant Program Implementation Agreement with City. These funds will count towards Bridge Steps' required contribution to the HAC operating budget.

TDHCA Funds shall be provided in the amount of \$811,130 to support the Program during the period September 1, 2016 through August 31, 2017 for purposes described and subject to the requirements of the TDHCA HHSP Contract Number 63170002528, attached to the Second Amendment.

Emergency Solutions Grant Funds shall be provided in the amount of \$378,279 to support the Program's shelter operations during the period October 1, 2016 through September 30, 2017, subject to the ESG Program HMIS Manual and the ESG Regulations, attached to the Second Amendment.

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## Exhibit B

### Bridge Steps Management Services Contract, Phase II (Amended and Restated)

#### HAC Contract Provisions

Contractor shall comply the following additional requirements, some of which are standards published by the U.S. Department of Housing and Urban Development (HUD), which will apply regardless of whether HUD funding is made available under this Contract.

A. Fair Housing and Non-Discrimination: The non-discrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) are applicable. Contractor must not discriminate against any person based on race, sex, color, age, familial status, handicap, religion, or national origin. Further, the program must comply with the requirements of the federal Fair Housing Act and the American with Disabilities Act (ADA). In addition, Contractor must comply with the following:

1. Rules on Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity: These include:

- Rule on Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Rule), published in the Federal Register on February 3, 2012 but effective March 5, 2012.
- HUD Notice CPD-15-02, Appropriate Placement for Transgender Persons in Single-Sex Emergency Shelters and Other Facilities, issued on February 20, 2015, as applicable.
- Equal Access in Accordance with an Individual's Gender Identify in Community Planning and Development Programs Rule (Gender Identity Rule), published in the Federal Register on September 21, 2016, but effective October 21, 2016).

2. Housing Protections Under the Violence Against Women Reauthorization Act of 2013 (VAWA 2013): Contractor must comply with the housing protections under VAWA 2013, afforded to victims of domestic violence, dating violence, sexual assault, or stalking, as provided by statute and implementing regulations issued by HUD, as published in the Federal Register on November 16, 2016 and effective December 16, 2016. Notwithstanding the title of the statute, the protections are not limited to women, but cover all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, disability, or age.

Under VAWA 2013, no individual or family may be denied admission to or be removed from an emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, if the individual otherwise qualifies for admission or occupancy.

3. Affirmatively Furthering Fair Housing: Contractor must implement its programs in a manner that affirmatively furthers fair housing, which means that Contractor must:

- Affirmatively market shelter, housing, and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities;
  - Where Contractor encounters a condition or action that impedes fair housing choice for current or prospective program participants, provide such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
  - Provide program participants with information on rights and remedies available under applicable federal, State and local fair housing and civil rights laws. (Source: 24 CFR 578.93)
- B. Lead-Based Paint Remediation and Disclosure: The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply. (Source: 24 CFR 576.403)
- C. Minimum Standards for Emergency Shelters: Any renovation (including major rehabilitation and conversion) must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. Upon written notice to Contractor, the City may also establish standards that exceed or add to these minimum standards. (Source: 24 CFR 576.403)
- (1) *Structure and materials*. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) must use Energy Star and WaterSense products and appliances.
  - (2) *Access*. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.
  - (3) *Space and security*. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - (4) *Interior air quality*. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - (5) *Water supply*. The shelter’s water supply must be free of contamination.

- (6) *Sanitary facilities.* Each participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- (7) *Thermal environment.* The shelter must have any necessary heating/ cooling facilities in proper operating condition.
- (8) *Illumination and electricity.* The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
- (9) *Food preparation.* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- (10) *Sanitary conditions.* The shelter must be maintained in a sanitary condition.
- (11) *Fire safety.* There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

D. Documentation of Homeless Status: Contractor must maintain and follow written intake procedures to ensure compliance with HUD's homeless definition. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as follows:

- First: Third-party documentation
- Second: Intake worker observations
- Third: Certification from the person seeking assistance third.

However, lack of third party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider.

Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made. (Source 24 CFR 576.500)

General Requirements: Individuals and Families defined as Homeless under the following categories are eligible for assistance in emergency shelter projects (with the associated recordkeeping requirements):

HUD Category	Criteria	Recordkeeping
<p>Category 1 (Literally Homeless)</p>	<p>Individual or family who lacks a fixed, regular, and adequate nighttime residence meaning:</p> <ul style="list-style-type: none"> <li>• Residing in a place not meant for human habitation;</li> <li>• Living in a public or private shelter</li> <li>• Exiting an institution where he or she has resided for 90 days or less and who resided in a shelter or place not meant for human habitation before entering the institution</li> </ul>	<p>--Written observation by outreach worker; OR  --Written referral by another housing or service provider; OR  --Certification by the individual or head of household seeking assistance stating that he or she was living on the streets or in shelter</p> <p>For individuals exiting an institution - one of the above forms of evidence, AND  --Discharge paperwork or written referral, OR  --Written record of intake worker's due diligence to obtain above evidence AND Certification by individual that they exited institution</p>
<p>Category 2 (Imminent Risk of Homeless)</p>	<p>Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>• Residence will be lost within 14 days of application;</li> <li>• No subsequent residence has been identified; and</li> <li>• They lack resource or support networks to obtain permanent housing.</li> </ul>	<p>--Court order resulting from an eviction action notifying the individual or family that they must leave; OR  --For individual and families leaving a hotel or motel - evidence that they lack the financial resources to stay; OR  --Documented and verified oral statement of eviction;  AND  --Certification that no subsequent residence has been identified; AND  --Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing</p>
<p>Category 3 (Homeless Under Other Federal Statutes)</p>	<p>Unaccompanied youth under age 25 of age, or families with children and youth, who are defined as homeless under other specified federal statutes and meet the additional requirements specified by HUD.</p>	<p>--Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; AND  --Certification of no permanent housing in last 60 days; AND  Certification by the individual or head of household, and any available supporting documentation, that (s)he had moved two or more times in the past 60 days; AND  Documentation of special needs or 2 or more barriers</p>
<p>Category 4 (Fleeing or Attempting to Flee DV)</p>	<p>Individual or family who:</p> <ul style="list-style-type: none"> <li>• Is fleeing, or is attempting to flee, domestic violence</li> <li>• Has no other residence, and</li> <li>• Lacks resources or support networks to obtain permanent housing</li> </ul>	<p>For non-victim service providers:  --Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; AND  --Certification by the individual or head of household that no subsequent resident has been identified; AND  --Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing</p>

Special Guidance for Emergency Shelters: Through Frequently Asked Questions (FAQ), HUD has provided the following special guidance for emergency shelters with nightly turnout under the Emergency Solutions Grant (ESG) program.

*Q: What is acceptable documentation of eligibility for homeless individuals and families at a nightly turnout emergency shelter, and when is it required?*

*A: The recordkeeping requirements found in §576.500 require recipients to maintain and follow written intake procedures to determine whether potential program participants meet the homeless definition found in §576.2. These procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status.*

*Therefore, recipients and subrecipients are required to document eligibility at program entry, even for emergency shelters. However, HUD recognizes that third-party documentation at the emergency shelter level is not feasible in most cases. For shelters where program participants may stay only one night and must leave in the morning, documentation must be obtained each night. If program participants may stay more than one night, then documentation must be obtained on the first night the household stays in the shelter.*

*Recipients and subrecipients operating emergency shelters can document homeless status through a certification by the individual or head of household as the primary method of establishing homeless eligibility. In these instances, one method of meeting this standard would be to require households to complete a sign-in sheet, with a statement at the top informing the individual or head of household that by signing, they certify that they are homeless. **Note: Under no circumstances must the lack of third-party documentation prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider.***

*Note that this is a different standard for recordkeeping than is required for all other types of assistance. For all other types of assistance funded under the ESG Program, the interim rule establishes the following order of priority for obtaining evidence:*

- 1. Third-party documentation, including written and source documentation, and HMIS records;*
- 2. Intake worker observations;*
- 3. Certification from persons seeking assistance.*

*Note: Emergency shelter providers do need to enter each individual or family seeking emergency shelter into HMIS. However, the intake process should be able to be done fairly quickly. HUD does not require the same level of intake assessment at entry to an emergency shelter – especially a “nightly turnout” shelter – as for a Rapid Re-housing or Homelessness Prevention program. HUD only requires the uniform data elements at entry. If emergency shelters want to complete a vulnerability index or similar assessment to help understand and address each individual or family’s needs, this does not need to be done at intake and could be conducted at a later time. (Source: HUD FAQ #1843 – Published February 2015)*

Note: The above provisions only reflect the criteria and recordkeeping for homeless status for purposes of accessing services at the emergency shelter. They do not include the criteria or recordkeeping required for chronically homeless status or for placing someone on the local

Coordinated Access System (CAS) Housing Priority List (HPL) through the Documentation of Priority Status (DOPS) process.

- E. Confidentiality: Contractor must have and implement written procedures to ensure:
- (1) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives assistance will be kept secure and confidential;
  - (2) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
  - (3) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of Contractor and consistent with state and local laws regarding privacy and obligations of confidentiality. (Source 24 CFR 576.500)
- F. Homeless Participation: Contractor will provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors. To the maximum extent practicable, Contractor will involve homeless individuals in operating, and providing services at, the facility. This involvement may include employment or volunteer services. (Source 24 CFR 576.405)

## TITLE VI CONTRACT COMPLIANCE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to: (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

A. CONFLICT OF INTEREST

The following section of the Chapter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this contract, to-wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED--

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of and land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.”

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial board, and by the City Council in the case of other employees.”

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.”

B. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Contractor has offered, or agreed to confer, any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. (City has been advised by the prosecuting authorities that the Section 36.10(4) exception to Section 36.08 and 36.09 of the Texas Penal Code is not available to public servants who have not legal reporting requirements.)

For purposes of this section, “benefit” means anything reasonably regarded as economic gain or economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of the Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosure 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 section 1352, title 31, U.S. Code. 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.

Bridge Steps \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## Exhibit D

### Bridge Steps Management Services Contract, Phase II (Amended and Restated)

#### Request for Payment Procedures

#### I. PROCEDURES

- A. By the due date specified below, CONTRACTOR shall submit the Request for Payment, Exhibit D, accompanied by the appropriate Proofs of Performance, Exhibit F, on a monthly basis, except as noted below.
- Advance Request for Payment – A quarterly advance Request for Payment and Proofs of Performance are due by the 10th of the month preceding the beginning of each calendar quarter (or upon delivery of the fully executed annual contract funding amendment, if later). Monthly Proofs of Performance are due within twenty (20) days after the end of the monthly reporting period (or after delivery of the fully executed annual contract funding amendment, if later).
  - Reimbursement Request for Payment – A reimbursement Request for Payment and Proofs of Performance are due within ten (10) days after the end of the month for expenses incurred under TDHCA grants and by the 20<sup>th</sup> of each month for expenses incurred during the previous month under other sources described by this Contract (or after delivery of the fully executed annual contract funding amendment, if later).
- B. CONTRACTOR will ensure that reimbursement expenses billed do not exceed the approved budgeted amount.
- C. All documents should be mailed or submitted to:
- Charletra Sharp, Interim Managing Director  
Office of Homeless Solutions  
1500 Marilla, 6BN  
Dallas, Texas 75201
- D. Request for Payment forms and/or Proofs of Performance documentation will be examined for completeness, consistency, accuracy and compliance with the terms of the corresponding CITY contract.
- E. Requests for Payment and/or Proof of Performance, which are incomplete, inconsistent, inaccurate, or not in compliance with contract requirements, will result in a delay in processing the payment.
- F. Cost categories must be consistent with the budget itemized in Exhibit D, Request for Payment, and approved by the CITY. Completion of a Budget Revision Request Form, Exhibit D, is required if expenditures of program operations are not consistent with the approved contract budget. A budget revision cannot exceed: (1) with respect to the annual operating budget, the percentage specified in Section 7 (paragraph h); (2) with respect to the applicable funding, the percentage allowed by the granting agency; and must be approved in advance by the CITY.

## Exhibit F

### Bridge Steps Management Services Contract, Phase II (Amended and Restated)

#### Proofs of Performance

- I. The following Proofs of Performance should accompany a Request for Payment, Exhibit D, and shall be submitted by the due date set forth in Exhibit D and in the manner set forth below.
- Quarterly Advance Request for Payment –  
By the due date set forth in Exhibit D for the Quarterly Advance Request for Payment, Contractor will submit the following forms and/or documentation:
    - A. Request for Payment form, Exhibit D
    - B. Projected Quarterly Expenses Report, Exhibit D
    - C. Written documentation evidencing that it has cash on hand for that quarter and for the cash operating reserve [NOTE: FURTHER DISCUSSION RE PLEDGES]

On a monthly basis, by the due date for set forth in Exhibit D for monthly reports that pertain to advance funding, Contract will submit the following forms and/or documentation:

- A. Monthly Financial Status Report, Exhibit D
  - B. Monthly Statement of Activities (supporting revenues and expenses shown on the Monthly Financial Status Report)
  - C. Invoices supporting payment [NOTE: FURTHER DISCUSSION Monthly General Ledger Report]
  - D. Monthly Bank Statements (for all accounts related to The Bridge)
  - E. Monthly Target Analysis, Exhibit F
  - F. Monthly Performance Report, Exhibit F
  - G. Monthly Operational Report, Exhibit F
  - H. HMIS Certification, Exhibit F
  - I. CoC APR Report (produced from HMIS on monthly basis with cumulative results)
  - J. Overview of Accomplishments, Exhibit F (final month of contract year only)
- Reimbursement Request for Payment - By the due date set forth in Exhibit D for the monthly reimbursement request for payment, Contractor will submit the following forms and/or documentation pertaining to reimbursement funding:
    - A. Request for Payment (applicable to that funding), Exhibit D
    - B. Contractor Invoice (for that funding)
    - C. All Proofs of Performance listed in the applicable Exhibit relating to that funding
    - D. HMIS Certification, Exhibit F
    - E. CoC APR Report (for that funding, if different from above) (produced from HMIS on monthly basis with cumulative results)

F. Source Documentation (for expenses incurred during the contract term and billed to the contract) must include the following, except as otherwise agreed in writing by the CITY:

- General Ledger (including payroll journal);
- Payroll Register and/or Paycheck Stubs (to support gross and net salary);
- Invoices or paid bills for goods or services provided by third parties;
- Signed time and attendance records for employees billed to the contract;
- Documentation of employee reimbursements (e.g., mileage reports, travel reports, etc.); and
- Proof of payment (e.g., cancelled checks, bank statement, or credit card statement, or receipts evidencing cash payments).

CITY reserves the right to request additional documentation substantiating expenses (i.e., receipts, salary verification, or any other verifiable documentation showing proof of expenses), including, but not limited to, any of the information maintained on-site by CONTRACTOR.

II. CONTRACTOR shall maintain on-site the following original documentation for periodic on-site monitoring reviews:

- A. Individual client records, including, but not limited to, homeless documentation, income verification forms (where applicable), program evaluations, and documentation of case management and supportive services, on each program participant. Such records shall be maintained in such a manner as to ensure the confidentiality of the information contained therein.

III. In preparation for the next year's contract funding amendment, Contractor will submit the following documentation pertaining to next year's contract year (October 1 to September 30):

Next Year's Funding - By February 1:

- Proposed Annual Operating Budget (Contract Section 7)
- Proposed Comprehensive Plan for Operation (including Staffing Plan) (Contract Sections 7 & 20)
- Proposed Fundraising Plan (Contract Section 10)

Next Year's Funding - By September 1 (or at least 10 business days prior to scheduled Council agenda date for contract):

- Final Annual Operating Budget (Contract Section 7)
- Final Comprehensive Plan for Operation (including Staffing Plan) (Contract Sections 7 & 20)
- Final Fundraising Plan (Contract Section 10)