

**COMMUNITY DEVELOPMENT BLOCK GRANT AWARD AGREEMENT
AWARD AGREEMENT CDBG 16-07**

This Award Agreement is entered into by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. (grant recipient), a Montana non-profit corporation, and the City of Missoula, Montana, (the City).

RECITALS

- A. The Community Development Block Grant (CDBG) program was created in 1974 and is administered by the Federal Government through the U.S. Department of Housing and Urban Development (HUD). The objective of the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate-income individuals.
- B. The City of Missoula is an Entitlement City in the CDBG Program, and has received an allocation of CDBG funds to be administered by the City in furtherance of the CDBG Program Objectives.
- C. The City of Missoula utilizes a competitive grant application process to determine how to allocate and spend the CDBG funds awarded to the City.
- D. WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. has submitted an application for CDBG funds. This application has been fully reviewed and approved by the Missoula City Council in compliance with public open-meeting requirements.

Now therefore, based on the Recitals above, WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. and the City agree to the following terms:

1. PURPOSE

The purpose of this Award Agreement is to provide funding for project activities approved by the City under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The terms, obligations and requirements that WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. needs to perform in exchange for this award of funding are set forth in this Award Agreement, and upon execution of this Award Agreement, are binding on all parties.

2. APPLICATION INCORPORATED BY REFERENCE

WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s application for

CDBG assistance is incorporated into this Award Agreement by this reference and the representations made in the application are binding upon WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.. If WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. undertakes activities not represented in the application this Award Agreement may be subject to termination pursuant to the terms of Section 23 of this Award Agreement.

3. ACCEPTANCE OF CDBG PROGRAM REQUIREMENTS

WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will comply with all applicable parts of Title I of the Housing and Community Development Act of 1974, as amended; the applicable Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 570, as now in effect or as they may be amended during the term of this Award Agreement; all requirements established by the City; applicable State and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.

WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. agrees that all contracts entered into by it for the completion of the activities set forth in their application and summarized in Section 6 of this Award Agreement will contain special provisions requiring contractors to comply with all applicable state and federal requirements.

WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. expressly agrees to repay to the City any funds advanced to WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. under this Award Agreement which WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC., its subcontractors or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Award Agreement expends in violation of the terms of this Award Agreement or the federal statutes and regulations governing the CDBG Program.

4. ADMINISTRATION

The City of Missoula administers this grant. Any reference to the City indicates an administrative function to be performed by the City staff members.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

Contingent on the completion of all items in Section 8 (below), this Award Agreement shall take effect upon execution by all the parties, or July 1, 2016, whichever occurs later. WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. may be able to receive reimbursement for costs expended in furtherance of the approved list of activities contained in WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s application for costs incurred between July 1 and the date of execution of this Award Agreement. Reimbursement for already expended costs is purely a discretionary decision

to be made by the City staff members, and shall be evaluated on a case-by-case basis. If reimbursement is allowed, reimbursement for already expended costs is limited to only those costs allowed by 24 CFR 200(h).

6. SCOPE OF ACTIVITIES

The allocation of CDBG funds awarded to WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. by the City must be utilized to achieve and/or perform the identified list of activities set forth in WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s application for CDBG grant assistance. By accepting the award of CDBG funds, WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. agrees to perform all activities identified in its CDBG application. The major components of the approved project include, but are not limited to:

- WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will provide intake and assessment for a minimum of 32 families referred to the Family BASICS program, and will provide financial assistance to eligible families, in order to either to assist them in obtaining or maintaining housing.
- WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will provide one-on-one rental housing counseling and tenant education to a minimum of 75 families.
- WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will provide rental housing counseling/family advocacy services in combination with landlord mediation, negotiation of payment plans, and leveraging of rent or security deposits for 32 households.
- WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will provide a minimum of three months follow-up housing counseling and family advocacy services to those families receiving rental assistance.
- WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will make requests for payment based on timely completion of the tasks included in this scope of work.
- WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will provide information and documentation to the City of Missoula on prescribed forms and this documentation shall include information regarding family size, ethnicity, type, and income information for all program participants.

7. AMOUNT OF AWARD AND BUDGET

- (a) The total amount of CDBG funds awarded to WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. by the City will not exceed \$12,000.00. The City will have no obligation to pay for any project activities that exceed this award

amount.

- (b) A copy of the project budget is included as Attachment B to this Award Agreement, and by this reference is made a part of this Award Agreement and binding upon WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.
- (c) Budget adjustment requests must be approved in advance by the City. For adjustments between line items of the CDBG portion of Attachment B, in an amount not to exceed \$1,000, the City's approval of the Request for Payment form submitted by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will constitute approval of the requested budget adjustment. Budget adjustment requests in excess of \$1,000 must be submitted to the City in writing and are subject to an approval review process by the City.

8. SPECIAL PROJECT START UP CONDITIONS

WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will not obligate or utilize funds for any activities provided for by this Award Agreement until:

- (a) The approval of the Program Year 2016 Action Plan by the U.S. Department of Housing and Urban Development.
- (b) The City of Missoula completes an Environmental Review Record, and
- (c) The City of Missoula issues a Notice of Release of Funds.

9. PROCEDURE FOR DISBURSEMENT OF FUNDS

- (a) The City will pay to WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. funds available under this Award Agreement upon approval by the City of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s Request for Payment. The City will reimburse WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. for approved, eligible and necessary expenses according to the documentation submitted by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. to support the expenditures. The City will not reimburse WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. for any expenses not included in the approved budget or not clearly and accurately supported by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s records. Any awarded funds not expended by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. within 24 months of the date of execution of this Award Agreement will revert to the City and will be used to finance other CDBG projects.
- (b) The reimbursement of eligible costs incurred is contingent upon WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s completion of Section 8. SPECIAL PROJECT START-UP CONDITIONS. In the event WOMEN'S

OPPORTUNITY & RESOURCE DEVELOPMENT, INC. is unable to comply with the terms and the conditions of this Award Agreement, any costs incurred will be WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s sole responsibility.

- (c) If the actual total cost of completing the project is less than has been projected by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. in the budget (Attachment B), the City may, at its discretion, reduce the amount to be provided to WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. under this Award Agreement in proportion to the overall savings.
- (d) If the City determines that WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. has failed to satisfactorily carry out its responsibilities under this Award Agreement, the City may revoke WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s authority to draw against the awarded funds described in this Award Agreement until the City and WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. agree on a plan to remedy the deficiency.
- (e) The City reserves the right to withdraw a commitment for any CDBG funds which remain unobligated 24 months after the date of execution of this Award Agreement.

10. NOTICE

All notices, demands, and consents provided for in this Award Agreement must be given in writing and shall be sent by U.S. Mail or hand-delivered to the following:

The City's contact for all administrative and technical matters concerning this Award Agreement is:

Sindie Kennedy, Grants Administrator (or Successor)
Department of Grants and Community Programs
223 W. Alder
Missoula, MT 59802
(406) 258-3688

WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s contact for all administrative and technical matters concerning this Award Agreement is:

Beth Riley, Executive Director
WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.
2405 McIntosh Loop
Missoula, MT 59801
(406) 543-3550

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any contractor or subcontractor pursuant to this Award Agreement are to be the property of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. and the City which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Award Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

12. ACCESS TO RECORDS AND PROJECT MONITORING

- (a) WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will maintain adequate and reasonable records of its performance under this Award Agreement and will allow access to these records at any time during normal business hours by the City, the U.S. Department of Housing and Urban Development and the Comptroller General. These records will be kept in WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s offices in Missoula, Montana.
- (b) The City may monitor and inspect all phases and aspects of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s performance to determine compliance with the Scope of Activities, and other technical and administrative requirements, including the adequacy of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s records and accounts. the City will advise WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. of any specific areas of concern and provide WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. opportunity to propose corrective actions acceptable to the City.

13. PROJECT PROGRESS REPORTING

- (a) During the term of this Award Agreement, WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will submit a Project Progress Report to the City during each quarter for the periods ending September, December, March and June. This report must describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that are being requested (Attachment A).
- (b) WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will submit the Project Progress Report to the City within 10 days of the close of each quarter. The City will not honor claims for payment until the required quarterly report has been submitted to and approved by the City. Project Progress Reports submitted during a quarter in conjunction with a Request for Payment will satisfy the quarterly

progress-reporting requirement.

14. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

15. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, titled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula is committed to implement affirmative action to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, national origin, sex, age, marital status, creed, ex-offender status, physical condition, political beliefs, public assistance status or sexual preference. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility of actively facilitating equal opportunity for present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all personnel actions are administered on the basis of job necessity.

Specific responsibility for development, implementation, monitoring and reporting will be assigned to the City Personnel staff under the supervision of the Mayor's Administrative Assistant.

It is the policy of the City of Missoula to take affirmative action to eliminate discrimination in personnel policies and procedures that have adverse impact on the "affected class" unless sex, ex-offenders status, and/or physical or mental handicap relates to a bona fide occupational qualification. Equal opportunities shall be provided for all City employees during their terms of employment. All applicants for City employment shall be recruited from the available labor market, and employed on the basis of their qualifications and abilities. The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this

policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

16. AVOIDANCE OF CONFLICT OF INTEREST

WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. will comply with the provisions of the applicable HUD regulations of 24 CFR 570.611; and with sections 2-2-125, 2-2-201, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

17. MODIFICATION OF AWARD AGREEMENT

This Award Agreement, together with all referenced and incorporated attachments, contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Award Agreement, are valid or binding. This Award Agreement may not be enlarged, modified, or altered except upon mutual written agreement of the parties except for amendments made by the City pursuant to Section 23 of this Award Agreement. WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. accepts responsibility for the adherence to the terms of this Award Agreement by subcontractor or subrecipient entities and by public or private agents or agencies to which it delegates authority to carry out portions of this Award Agreement.

18. CONSTRUCTION AND VENUE

This Award Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation concerning the Award Agreement, venue shall be in the District Court of the Fourth Judicial District in and for the County of Missoula, State of Montana.

19. INDEMNIFICATION

(a) WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. waives any and all claims and recourse against the City and its officers, employees and agents including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s or any subrecipient's performance under this Service Agreement.

(b) WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. agrees to indemnify, hold harmless, protect, defend and save the City, its elected and appointed

officials, agents and employees, while acting within the scope of their duties as such, against any and all claims, demands, damages, costs, liability, expenses, including reasonable attorneys' fees, or causes of action of any kind or character, including the cost of defense arising out of the performance or omissions of performance or in any way resulting from the acts or omissions of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. and/or its agents, employees, representatives, assigns, subrecipients, and/or subcontractors under this Agreement.

20. WORKERS' COMPENSATION AND LIABILITY INSURANCE COVERAGE

- (a) Workers' Compensation: WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. must, at their own expense, obtain and keep in force any required workers' compensation insurance. The City of Missoula is not the workers' compensation insurer of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s employees. WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. must have current workers' compensation insurance in place for its employees. The City of Missoula shall have no liability with respect to any and all actions of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s employees, officers or agents. WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. shall provide the City with a certificate of insurance evidencing WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s workers' compensation insurance coverage.
- (b) Liability Insurance: WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. must, at their own expense, obtain and keep in force general commercial liability insurance to provide insurance against liability for loss, damage, or injury to property or persons that might arise out of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s activities. The City of Missoula shall have no liability with respect to any and all actions of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s officers, employees or agents. WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. shall provide the City with a certificate of insurance evidencing liability insurance.

21. AWARD AGREEMENT AMENDMENT

- (a) WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. may request that this Award Agreement be amended. However, the City will allow an amendment only if WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the project's original ranking. If warranted, the City will analyze the impact of the proposed modification on the scores assigned WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s application in the original grant competition.
- (b) The City will not approve amendments to the scope of work or the budget that will

affect high priority activities or improvements that would materially alter the circumstances under which the grant was originally ranked.

- (c) If the City determines that the proposed amendment represents a substantial change in the project activities proposed in the original application for CDBG funds, the City will hold a local public hearing on the amendment with reasonable notice.
- (d) No amendment to the Award Agreement will occur unless the amendment is set forth in writing and signed by the City and WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.

22. PROPERTY MANAGEMENT

Title to real property or equipment acquired under a grant or subgrant will vest upon acquisition in WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. or subgrantee. WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. or subgrantee will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 24 CFR Part 85, Subpart C and 24 CFR Part 570, Subpart J.

23. TERMINATION OF AWARD AGREEMENT

This Award Agreement may be terminated as follows:

- (a) **Termination and Modification Due to Loss of Funding.** If, for any reason, the federal financial resources required by the City to fund WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Award Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. for eligible work elements WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. has completed and for actual, necessary and eligible expenses incurred by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. as of the revised termination date. The City will give WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. written notice of the effective date of the modification or termination of this Award Agreement and, if a reduction in funding is required, will provide WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. with a modified project budget.
- (b) **Termination Due to Noncompliance with Award Agreement Terms.** If the City determines that WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. has failed to comply with the general terms and conditions of this Award Agreement, the project schedule (Attachment A), or any special conditions, and if upon notification of the defect WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. does not remedy the deficiency within a reasonable period to

be specified in the notice, the City may terminate this Award Agreement in whole or in part at any time before the date of completion. The City will promptly notify WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.

- (c) Termination Due to Adverse Environmental Impact. This Award Agreement will terminate at the conclusion of the environmental review process if WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. or the City determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- (d) Effect of Termination. In the event of termination due to WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s failure to comply with the terms of this Award Agreement or the project's adverse environmental impact, any costs incurred will be the responsibility of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.. However, at its discretion, the City may approve requests by WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. to comply with the terms of this Award Agreement and on whether any failure to comply with the terms of this Award Agreement was the result of circumstances beyond WOMEN'S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.'s control.

24. WAIVER

The waiver of any of the terms and conditions of this Award Agreement on any occasion or occasions is not to be deemed as waiver of those terms and conditions on any future occasion.

25. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Award Agreement is for any reason held to be invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Award Agreement.

26. ATTORNEY'S FEES

In the event of a breach of the terms of this Award Agreement, the prevailing party shall be entitled to attorney's fees incurred in the enforcement of the terms of this Award Agreement.

27. SUCCESSORS AND ASSIGNS.

This Award Agreement inures to the benefit of and constitutes a binding obligation on WOMEN’S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. and their respective successors and assigns. WOMEN’S OPPORTUNITY & RESOURCE DEVELOPMENT, INC. may not assign this Award Agreement or any of its duties hereunder without the prior written consent of the City.

28. OPEN MEETINGS

All meetings of WOMEN’S OPPORTUNITY & RESOURCE DEVELOPMENT, INC.’s Board of Directors will be open to the public as per the applicable Montana Code Annotated provisions in 2-3-203, MCA.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Award Agreement.

CITY OF MISSOULA:

WOMEN’S OPPORTUNITY &
RESOURCE DEVELOPMENT, INC.:

John Engen, Mayor

Emily Cohen, President
Board of Directors

Date: _____

Date: _____

ATTEST:

Martha L. Rehbein, CMC
City Clerk

STATE OF MONTANA)
)
County of Missoula)

On this ____ day of _____, 2016, before me _____, a Notary Public for the State of Montana, personally appeared, Emily Cohen, Board President, Women's Opportunity & Resource Development, Inc. in Montana, and acknowledged to me that he executed the written instrument on behalf of said Business.

(NOTARY SEAL)

PRINTED NAME: _____
Notary Public for the State of Montana
Residing at _____
My Commission expires _____

ATTACHMENT A PROJECT SCHEDULE

Project Schedule:

Goal 1: Provide intake and assessment to a minimum of 32 families referred into the Family BASICS program, including verification of address within Missoula County, determination if they live within Missoula city limits, income verification, and if eligible, assist these families with financial assistance to get them housed or keep them housed. If they don't qualify for financial assistance, assist them to access emergency services or transitional housing when appropriate and available such as motels, Gateway Program, Maclay Commons, Family Promise, YWCA DV Shelter or other temporary/transitional housing options.

Timeline: Starting July 1, 2016, and then ongoing throughout the year as families are identified and referred for services.

Goal 2: Provide one-on-one rental housing counseling and tenant education to a minimum of 75 households, including those projected to participate in WORD's *Families in Transition Program* who will receive BNA/HOME financial assistance.

Timeline: Ongoing throughout the year as families are referred for services.

Goal 3: Provide rental housing counseling / family advocacy services in combination with landlord mediation, negotiation of payment plans, and leveraging of rent or security deposit funds through BNA/HOME sources to assist 32 households with securing affordable housing or stabilizing their current housing.

Timeline: Ongoing throughout the year as BNA, HOME, EWSF, Emergency Food and Shelter or other sources of housing funding are available and as eligible families are referred into the *Families in Transition Program* or to WORD for services.

Goal 4: Provide a minimum of three months follow-up housing counseling and family advocacy services to those families receiving rental assistance to ensure that participants receive support, education, and encouragement to implement personal goals and to address the precipitating issues that led the family to the brink of homelessness, such as addressing on-going budgeting issues.

Timeline: Ongoing throughout the year as families are referred for services, as well as regular three month evaluations to follow-up on progress toward goals and status of housing stability.

Goal 5: Provide documentation of city and county funding, including completion of required W-9 forms, BNA forms and accounting, and completion of 3 month follow-up inquiries to determine continued housing status, stability and success rate.

Timeline: Quarterly reports and end-of-year report will be submitted for review to the Office of Planning and Grants.

**ATTACHMENT B
PROJECT BUDGET**

Revenue Sources	Source: CDBG	Source: McKinney- Vento	Source: United Way	Source: Engelhard	Source: CBO/BNA	Source: HOME	Total Project Cost:
	\$ 12,000	\$10,000	\$14,000	\$15,000	\$24,000	\$50,000	\$125,000
<i>Is this source confirmed and committed to the project?</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Costs (include only direct costs for delivering this service or accomplishing this project)							
Salaries & Wages	\$10,716	\$7,660	\$11,143	\$10,345	\$13,400	\$347	\$53,611
Employee Benefits	\$1,284	\$840	\$1,177	\$1,562	\$1,486	\$85	\$6,434
Contracted Services	0	0	0	0	0	\$1,100	\$1,100
Insurance, Legal & Financial Services	0	0	0	\$280	\$364	0	\$644
Direct Client Assistance (include detailed costs of goods/services in narrative)	0	0	0	0	\$8,750	\$48,468	\$57,218
Travel / Training	0	0	0	\$116	0	0	\$116
Office Expenses (include detail for rent, utilities, postage, printing, supplies, etc. in narrative)	0	0	0	100	0	0	\$100
Construction Costs (complete and attach separate construction budget; place totals here- do not duplicate line items)	0	0	0	0	0	0	0
Subtotal: Project Costs	\$12,000	\$8,500	\$12,320	\$12,403	\$24,000	\$50,000	\$119,223
Other Costs (include other costs needed to implement this service or project)							
List here and describe in narrative							
Indirect	0	\$1,500	\$1,680	\$2,597	0	0	\$5,777
Subtotal: Other Costs	0	\$1,500	\$1,680	\$2,597	0	0	\$5,777
Grand Total:	\$12,000	\$10,000	\$14,000	\$15,000	\$24,000	\$50,000	\$125,000
Provide a detailed budget narrative below:							
Please see next page please for detailed budget narrative.							

Budget Narrative for Total Program Budget of \$125,000

Salaries and Wages: Total \$53,611

1) **Housing Counselors/Family Advocates:** Total \$47,611 (~1.5 FTE)

One and one half full-time positions responsible to meet the objectives of this proposal.

\$10,700 (CDBG), \$7,660 (McK-V), \$11,143 (UW), \$4,345 (Englehard), \$13,400 (BNA), and \$347

(HOME)

2) **Program Director:** Total \$6,000 (~.1 FTE)

Part-time position to provide direction, oversight and administration of this project.

\$6,000 (Englehard).

Employee Benefits: Total \$6,434

Benefits are calculated at 12% of salary to cover all payroll taxes as well as employee benefits including Simple IRA 3% match, and annual leave.

1) **Housing Counselor/Family Advocate:** Total: \$4,454

\$1,284 (CDBG), \$840 (McK-V), \$759(UW), \$1,486 (BNA), and

\$115 (HOME)

2) **Program Director:** Total: \$1,980

\$418 (UW), \$1,562 (Englehard)

Contracted Services: Total \$1100

\$1100 (HOME) for housing inspections subcontracted through MHA for units approved for assistance using HOME funds at \$25 each, calculated at 2 each of the 22 households anticipated to be served.

Insurance, Legal & Financial Services: Total \$644

\$280 (Englehard) and \$364 (BNA) for audit of program included in independent annual agency audit.

Direct Client Assistance: Total \$57,218

\$8,750 (BNA) in direct client assistance in the form of rent/security deposit payments that go directly to landlords to stabilize or secure housing for tenants, or for supportive services to reduce barriers to stable housing and to assist families in reaching self-determined goals.

\$48,468 (HOME) in direct client assistance in the form of rent/damage deposit payments that go directly to landlords, in addition to utility deposits paid directly to utility companies to stabilize or secure housing for tenants who are homeless or at risk of homelessness.

Travel/Training: Total \$116

\$116 (Englehard) to pay for staff development, training, and travel to client houses, appointments, court, etc.

Office Expenses: Total \$100

Office Supplies: \$100 (Engelhard) for paper, office supplies, and files.

Construction Costs: N/A

Indirect: Total \$5,777

\$1,500 (McK-V), \$1,680 (UW), and \$2,597 (Englehard) for indirect charges which cover the cost of insurance, fiscal management, and miscellaneous expenses.