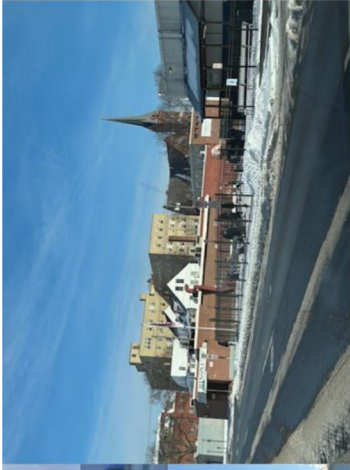


39 BEECH STREET: OPERATIONS, OUTCOMES, AND TRANSITION PLANNING

Homelessness Initiatives for the Office of Mayor Ruais



2022 and prior...



2023 to 2025

SERVICE CONNECTIONS AND ENGAGEMENT OUTCOMES

Provided by ECEL & Homelessness Initiatives

Service Connections

Outcome Category	Total (Jan 2024– January 2026)
Housing Placements	90
Vital Documents Obtained	66
Employment Outcomes	29
Detox Admissions	51
All Provider Successes	4,282

COMMUNITY PARTNERS

ENCAMPMENT SNAPSHOT: 2024 VS. TODAY

Provided by Fire Department NET Team

Encampment Activity 2024 - 2025

Outreach Calls for Service:

+58.3% increase

Encampments Identified:

-22.3% decrease

Encampments Cleared / Closed:

-20.9% decrease

Encampments Carried Over / Open:

-68.2% decrease

What This Means



1. More outreach, fewer encampments

With a 58% increase in outreach activity, the number of encampments identified dropped by over 22%.

2. Encampments are smaller and less persistent

The 68% reduction in carried-over encampments indicates fewer long-term or entrenched sites.

3. Operational change matters

The addition of a second outreach shift in 2025 increases contact and earlier identification and removal, allowing for a further reduction in encampments.

WINTER WARMING SNAPSHOTS: 2024 VS. TODAY

Provided by ECEL & Homelessness Initiatives

Winter Warming 2024-2025

Date	Dec 2024	Dec 2025	Difference Subtracting – 2024 from 2025
1	35	24	-11
2	36	24	-12
3	44	20	-24
4	49	34	-15
5	47	38	-9
6	51	22	-29
7	65	30	-35
8	43	44	+1
9	49	42	-7
10	51	50	+1
11	55	46	-9
12	67	36	-31
13	63	41	-22
14	65	48	-17
15	64	46	-8
16	61	47	-14
17	53	47	-6
18	58	33	-25
19	58	51	-7
20	73	46	-27
21	85	43	-42
22	91	49	-42
23	86	54	-32
24	75	49	-26
25	67	46	-21
26	63	68	+5
27	76	56	-20
28	69	45	-24
29	68	94	+26
30	61	57	-4
31	58	47	-5

December 2025
Winter Warming
averaged 43 guests
per night compared to
60 in December 2024,
a **28% reduction**.

Metric	Dec 2024	Dec 2025	Change
Average nightly guests	60	43	-17
Percent change (average)	—	—	-28.3%

Utilization & Case Complexity

- Possession or use of illegal substances on site is prohibited
- All guests must check in with staff upon entry
- Rules are reviewed and signed at intake
- Re-acknowledgement required after 14 days of absence
- Strict limits on personal belongings
- No flammable, perishable, or illegal items
- Only approved professional providers allowed inside
- No unapproved visitors in shelter or engagement areas
- Zero tolerance for violence, threats, or abusive behavior
- Violations may result in suspension or removal
- Weapons are prohibited on a guest's person or at sleeping areas
- Any weapons must be secured by staff
- 9:00 pm curfew unless pre-approved
- Unreported absences risk loss of assigned cot
- Repeated bed abandonment results in loss of bunk access
- Staff may inspect belongings
- Substances found are discarded
- Bed loss for housing opportunity rejection

Rules Currently in Effect

Disciplinary measures range from verbal warnings and 24-hour restrictions to indefinite restrictions and loss of bed access

Disciplinary Outcomes

Last 5 months (Sept – Jan)

Disciplinary Outcomes	Sept	Oct	Nov	Dec	Jan	Total
24-hour restriction	8	7	9	27	50	101
48-hour restriction	1	0	0	3	4	8
Indefinite restriction	0	1	0	0	5	6
Written warning (no bed loss)	1	4	3	5	8	21
Written warning with bed loss	1	1	2	0	0	4
Verbal warning	1	1	2	0	10	14
Bed loss (stand-alone)	0	0	0	2	1	3
Trespass from site	1	1	0	3	9	14
Arrest	0	1	0	0	0	1
Referred to mental-health rapid response	0	0	0	1	0	1
Directed to grievance process	0	0	0	1	0	1
Item confiscated	0	0	0	1	0	1
Staff placed on leave (investigation)	0	0	2	0	0	2
No disciplinary action / documentation only	10	6	6	12	14	48

FUNDING

THANK YOU

Jay Ruais
Mayor

Owen Love
Director of Homelessness Initiatives
(603) 854-1046
owestover@manchesternh.gov

Professional Services Agreement
for
Management, Staffing and Operation of the Engagement Center at 190-200 Elm Street,
Manchester, NH

THIS AGREEMENT for professional services is made on February 23, 2026 and is by and between the City of Manchester, a municipal corporation with a mailing address of One City Hall Plaza, Manchester, New Hampshire 03101, by and through Mayor's Office, Director of Homelessness Initiatives, (hereinafter referred to as, the "City"), and East Coast Evolution Leadership, LLC, 190-200 Elm Street, Manchester, NH 03101, (hereinafter referred to as, the "Vendor").

WITNESSETH THAT:

WHEREAS, the City has obtained funding to operate an Engagement Center at 190-200 Elm Street in Manchester; and,

WHEREAS, the Vendor has successfully operated the 39 Beech Street location and will be operating the 190-200 Elm Street location for the benefit of persons who are experiencing homelessness or are at risk of homelessness;

NOW, THEREFORE, the City and the Vendor do mutually agree as follows:

1. ENGAGEMENT OF THE VENDOR; SERVICES TO BE RENDERED.

The City agrees to engage the Vendor, and the Vendor agrees to perform the work and the services identified and more particularly described in Attachment A, Scope of Services, (hereinafter referred to as, "Services").

2. COMMENCEMENT DATE; COMPLETION DATE.

2.1 Commencement Date and Completion Date: Performance will begin effective March 1, 2026, (hereinafter referred to as the "Commencement Date"), and except as otherwise specifically provided for herein, all Services shall be completed in their entirety on or before November 30, 2026, (hereinafter referred to as the "Completion Date").

2.2 Performance of Services by Vendor Prior to Commencement Date: Any Services performed by the Vendor prior to the Commencement Date shall be performed at the sole risk of the Vendor. In the event that this Agreement shall not become effective, the City shall be under no obligation to pay the Vendor for any costs incurred in connection with the Services, or to otherwise pay for any Services performed during such period.

3. PERSONNEL; CONFLICT OF INTEREST.

3.1 Personnel: The Vendor represents that it has secured, or will secure at its own expense, all professionally qualified personnel required to perform the Services under this Agreement, as further specified in Attachment A. Such personnel shall not be employees of the City.

3.2 Qualifications of Personnel: All of the Services required hereunder will be performed by the Vendor or under its supervision and all personnel engaged in the work shall be properly licensed, as applicable, and otherwise authorized to do so under all applicable laws.

3.3 Background and Registry Checks: The Vendor will insure that all personnel performing services under this agreement have undergone all applicable background and registry checks.

3.4 Interest of City Officials and Employees: The Vendor certifies that, to its knowledge, no member of the governing body of the City, and no other public official, officer, employee or agent of the City who exercises any functions or responsibilities in connection with carrying out of the Community Development Block Grant Program activity to which this Agreement pertains, shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

3.5 Interest of Certain Federal Officials: The Vendor certifies that no member or delegates to the Congress of the United States shall be admitted to any share or part of the proceeds of this Agreement or to any benefit to arise here from.

3.6 Interest of the Vendor and Its Agents and Employees: The Vendor covenants that neither it, nor any of its agents or employees, presently has any interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

4. PAYMENTS TO THE VENDOR.

4.1 Payments to the Vendor under this Agreement will not exceed \$63, 840.00. The City shall pay the Vendor for services rendered during the period between the Commencement Date and the Completion Date in accordance with the provisions of this

Agreement and applicable law, and as further specified in the Attachments to this Agreement.

4.2 All payments under this Agreement will be based upon invoices timely provided by the Vendor in accordance with the allowable costs and expenses as specified under this Agreement.

4.3 Payments by the City to the Vendor shall be made within 10 days of the City's receipt of invoices from the Vendor, provided that all requirements of this Agreement have been fulfilled by the Vendor, unless the City requests clarification or revision of the invoice. Each invoice will document the employees and salaries funded under this Agreement, specifying the personnel and pay period(s) covered by the invoice, and, as further specified in Attachment A, Paragraph 6, the expenses attributable to the "other" budget category, identifying the date upon which, or the period of time for which, each expense was incurred, attaching all relevant documentation. Prior to disbursement, all invoices and supporting documentation will be reviewed and approved by the City's representatives.

4.4 Payments to the Vendor for services and expenses under this Agreement shall be based upon the scope of services identified in Attachment A. Vendor is responsible for all costs associated with fulfilling this contract, with the exception of reimbursable expenses as provided in Attachment A, and the rent associated with the 190- 200 Elm Street premises, which shall be paid by the City.

4.5 The Vendor may not subcontract any of the services required under this Agreement without the prior written approval of the City. The procurement of normal commercial supplies and services under procedures approved by the City shall not be considered as subcontracting. All such approved subcontracts shall be in the same form as the Agreement and subject to the same terms, conditions, and covenants contained herein.

5. AMENDMENTS / ADDITIONAL SERVICES.

The City may request changes in the Services to be performed hereunder by the Vendor. Such changes, including any increases or decreases in the amount of the Vendor's compensation, which are mutually agreed upon by and between the City and the Vendor, shall be incorporated in written amendments to this Agreement.

6. TERMINATION.

6.1 TERMINATION FOR CONVENIENCE OF CITY.

The City shall have the right at any time, for any reason whatever, to interrupt or terminate any part of or all of the work or Services required of the Vendor under this Agreement with a thirty (30) day written notice of such interruption or termination transmitted to the Vendor by the City. Interruption of any part of or all of the required work or Services in excess of six months shall be considered a termination. In the event

of termination of any part of or all of this Agreement, without fault on the part of the Vendor, the Vendor shall be entitled to pro-rata compensation for all work performed pursuant to this Agreement and to the satisfaction of the City. In order that the Vendor shall receive payment under termination notice of any part of the work, all plans, reports, field notes, estimates, proposals, calculations, together with all other materials and data collected or prepared in connection with this Agreement shall be transmitted to the City in a form acceptable to both parties.

6.2. **TERMINATION FOR CAUSE.** Upon the occurrence of any Event of Default as noted in 6.3 following, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all program records and all finished or unfinished documents, data, studies, and reports prepared by the Vendor shall, at the option of the City, become the City's property and the Vendor shall be entitled to receive compensation for any work satisfactorily completed hereunder; provided, however, that the amount of such compensation shall be solely determined by the City.

6.3 **EVENTS OF DEFAULT.** Any one or more of the following acts or omissions by the Vendor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

6.3.1 Failure to perform or complete any of the Services as scheduled or as required by this Agreement;

6.3.2 Failure to maintain the records required hereunder or to permit access thereto;

6.3.3 Failure, upon request by the City, to reimburse the City for payments used by the Vendor for expenses other than for the provision of the Services;

6.3.4 Failure in the performance of any of its remaining obligations hereunder or a default in any of the other covenants and conditions of this Agreement.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Vendor, and the City may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due the City from the Vendor is determined.

7. **RECORDS.**

7.1 During the performance of the Services under this Agreement, and for a period of four (4) years after the completion and acceptance of services under this Agreement, the Vendor shall keep and require any sub-Vendor to keep the following records and accounts:

7.1.1 Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

7.1.2 Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by the City of all project costs and other expenses incurred by the Vendor and all income received or collected by the Vendor, during the performance of the project activities. Said records shall be maintained in accordance with accounting procedures and practices acceptable to the City, and which sufficiently and properly reflect all such costs and expenses, and shall include, as may be applicable and without limitation, all ledgers, books, records and original evidence of costs such as purchase requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time sheets, and other records requested or required by the City.

8. DATA.

8.1 Data: As used in this Agreement, the term "data" shall mean all results, reports, documents, technical information and materials, developed and obtained from, or in connection with, the performance of the Services.

8.2 Retention; Rights in Data: The Vendor shall retain all data for a period of four (4) years after the Completion Date. During the performance of this Agreement and the said four (4) year period, the City, its agents and designated representatives shall have unrestricted access to all data prepared under this Agreement for purposes of duplication, publication, translation, sale or disposal, or for any purpose whatsoever; provided, however, that publication by the City, its agents and designated representatives of any data shall include reasonable credit to the Vendor.

8.3 Proscription Against Copyright: No data, information or other material produced in whole or in part under this Agreement shall be subject to copyright in the United States or any other country.

8.4 Findings Confidential: All reports, information, or data given to or prepared or assembled by the Vendor under this Agreement are to be kept confidential by the Vendor and the Vendor shall not make any such reports, information or data available to any individual or organization without the prior written approval of the City.

9. AUDITS AND INSPECTIONS

During the performance of the project activities and the four (4) year retention period, at any time during normal business hours and as often as City or relevant state or federal authorities, together or severally, may deem necessary, the Vendor shall make available to the City and any relevant state or federal authorities, as requested, all records pertaining to matters covered by this Agreement. The Vendor shall permit the City and any relevant state or federal authorities, collectively or severally, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, records

of personnel, data and other information relating to all matters covered in this Agreement. The Vendor shall permit the City and any relevant state or federal authorities, collectively or severally, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, records of personnel, data and other information relating to all matters covered in this Agreement.

10. ASSIGNABILITY

The Vendor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City.

11. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

The Vendor shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work specified by this Agreement.

12. STATUTORY REQUIREMENTS

The Vendor shall comply, and require each sub-contractor to comply, as may be applicable, with the following federal laws, standards, orders and regulations issued pursuant thereto:

12.1 Executive Order 11246-Equal Employment Opportunity/Affirmative Action Requirements. The Vendor hereby covenants and agrees that during the term of the Agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap and that, in furtherance of the said covenant the Vendor shall:

12.2 Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap; such action shall be taken in conjunction with any of the Vendor's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

12.3 Post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause; the Vendor will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap;

12.4 Keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Vendor shall also permit the City, or the Secretary of Labor or any of their designated representatives to have access to the Vendor's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;

12.5 Not discriminate among participants under this Agreement on the basis of race, color, religion, sex, age, familial status, marital status, national origin, mental or physical handicap. For the purpose of this Agreement, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his /her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, age, familial status, marital status, national origin, or physical handicap of the participants to be served.

12.6 The Civil Rights Act of 1964, (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12.7 Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12.8 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

12.8.1 The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to

this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

12.8.2 The Vendor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon finding that the sub-Vendor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR 135. The Vendor will not subcontract with any sub-Vendor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Vendor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

12.9 Sections 503 & 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794), which provides that no otherwise qualified handicapped individual shall, solely by reasons of his or her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

12.10 The Age Discrimination Act of 1975, as amended, (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

12.11 The Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

12.12 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12.13 RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

12.14 Generally applicable federal environmental laws and regulations.

12.15 Vendor shall cause the applicable provisions of this Section of the

Statutory Provisions to be inserted in all sub-agreements, for any work or Project Activities covered by this Agreement so that the Provisions will be binding on each sub-Vendor; provided, however, that the foregoing Provisions shall not apply to contracts for standard commercial supplies or raw materials. Vendor shall take such action with respect to any sub-agreement as the State, or where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

14. WAIVER OF BREACH

No waiver by the City of its rights to enforce any provisions hereof after any default on the part of the Vendor shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. INSURANCE/ INDEMNIFICATION

See Attachment B. The Vendor must provide all insurance certificates at the time of execution of this Agreement.

17. NON-APPROPRIATION

The Vendor acknowledges and agrees that the City's obligations under this Agreement are contingent upon the full funding and appropriation by the City. The Parties agree that in the event that sufficient funds are not appropriated or made available by the governing body for the continued performance of this Agreement, either Party may terminate the Agreement without penalty.

18. NOTICE

Any notice by a party hereto, to the other party, shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the address as follows:

- | | |
|--|--|
| (a) If to the City:
The City of Manchester
1 City Hall Plaza
Manchester, NH 03101 | (b) If to the Vendor:
East Coast Evolution Leadership
190 Elm Street
Manchester, NH 03101 |
|--|--|

19. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement is to be construed in accordance with the laws of the State of New Hampshire and is binding upon and insures to the benefit of the parties and their respective successors and assigns. The headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

20. JURISDICTION

Any lawsuit regarding this Agreement shall be filed in New Hampshire.

21. SEVERABILITY

If any court deems any of the terms of this Agreement to be unenforceable or invalid, in whole or in part, that shall not affect the remaining terms of this Agreement, and they shall remain in full effect.

22. INTEGRATION

This Agreement represents the final and binding agreement between the parties for the Services. Any prior agreement made regarding those services is superseded by this Agreement.

The remainder of this page is intentionally left blank. Signatures of the parties follow.

IN WITNESS WHEREOF, the City and the Vendor have executed this Agreement as of the date first above written:

City of Manchester

Per:

_____ *(Seal)*

Officer's Name:

East Coast Evolution Leadership

Per: _____ *(Seal)*

Officer's Name:

ATTESTATION

East Coast Evolution Leadership, LLC, (“ECEL”), agrees and attests that it will, in connection with this Agreement, meet all confidential data requirements and access, view, store and discuss confidential data in accordance with federal and state laws and. ECEL further attests and agrees that only persons with a justifiable business need will access confidential data.

East Coast Evolution Leadership, LLC

By: _____

Its Duly Authorized _____

Dated: _____

ATTACHMENT A
SCOPE OF SERVICES

In consideration of the mutual promises contained in the Agreement by and between the City of Manchester (hereinafter, “the City”), and East Coast Evolution Leadership, LLC, (hereinafter, “the Vendor”), (hereinafter collectively referred to as, “the Parties”), and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties further agree, as follows:

1. TERM OF AGREEMENT:

The term of this Agreement (the "Term") will begin on February 23, 2026 and will remain in full force and effect until November 30, 2026, subject to earlier termination as provided in this Agreement and so long as sufficient funds are made available by the City, and appropriated by the City. The Term may be extended only with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to November 30, 2026, that Party will be required to provide 30 days’ written notice to the other Party.

2. OVERVIEW OF SERVICES TO BE PROVIDED BY VENDOR:

The City hereby agrees to engage the Vendor to operate the Engagement Center at 190-200 Elm Street, (hereinafter, “the Facility”).

The Vendor will ensure that the Engagement Center at the Facility is open at the times, on the days and for the periods of time specified by the City.

The Vendor will ensure that the Facility and the services provided therein, are in compliance with all applicable state and federal laws and regulations, as well as the Homelessness Management Information System (HMIS) data entry and reporting requirements, as described in the NH HMIS Policy and Procedure Manual. In this regard, the Vendor will ensure that all persons utilizing the Facility are entered into both the 190-200 Elm Street and Coordinated Entry programs in HMIS.

Supportive, non-clinical services will be offered to the Guests at the Facility. The City will be responsible for coordinating these supportive, non-clinical, services. The Vendor will be responsible for facilitating these services at the Facility. Non-clinical services may include, but not limited to, assistance with accessing: substance use disorder treatment; mental health support; medical care; employment services; and housing, by aiding individuals through the application processes, receiving missing

vital records, missing identification and income verification, as well as challenging histories of eviction, credit availability and criminality.

The Vendor will provide sufficient staffing services to ensure that the Facility is fully staffed at all times during which the Facility is operational as further specified in Attachment D. The City and Vendor, mutually agree, at times unplanned events occur causing the staffing needs of the Facility to increase. In order to accommodate staffing needs caused by these unplanned events, the City has created a contingency fund. Approval of the need for additional staff to operate the Facility during these unplanned events will be at the sole discretion of the Mayor, or his/her designee. Any disbursement from the contingency fund will be made only at the discretion of the Mayor, or his/her designee.

The Vendor is responsible for hiring qualified and properly-screened staff for the Facility, which operates under the direction of the City's Director of Homelessness Initiatives. In providing the staffing services, the Vendor promises to exercise its best efforts to adhere to the following standards and objectives, as well as any that may be further specified by the City during the term of the Agreement:

Programming methodology that includes an Engagement Center for the street homeless population and employing harm reduction.

- A. Quantity and quality of services to be provided that demonstrate best practices including trauma-informed and person-centered care.
- B. Commitment to hiring those with lived experience of homelessness and/or substance use when possible, and providing considerate support and training.
- C. Maintenance of positive relationships and connections to service vendors and providers within the community.
- D. Collaboration with the community service providers within the Manchester Continuum of Care and as requested by the Director of Homelessness Initiatives for the City of Manchester.
- E. Creation of a productive and goal oriented culture including increasing stability in the areas of guests' income, behavioral health, and housing by way of service connections in the community.
- F. Commitment to data driven practices including, but not limited to, compliance with and date entry into the 190-200 Elm and Coordinated Entry within HMIS (Homeless Management of Information System).
- G. Compliance with communications, requests, and reporting from Director of Homelessness Initiatives, as needed.

3. EAST COAST EVOLUTION LEADERSHIP, LLC IS THE EMPLOYER:

Vendor agrees that it is the employer and that the persons working at the Facility are employees of East Coast Evolution Leadership, LLC, and not of the City. As such, the Vendor is solely responsible for all wages, benefits and other compensation, and all applicable withholdings and payments, including but not limited to required taxes, withholdings, workers' compensation insurance, and unemployment tax payments. Vendor will designate staff, coordinate schedules, and maintains the sole authority to manage wage increases, bonuses, disciplinary action, and any other activity pertaining to the staffing of the Facility.

4. VENDOR IS AN INDEPENDENT CONTRACTOR:

In providing the Services under this Agreement, it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. The Vendor and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Vendor agrees that the City bears no tax, fee or penalty liability under this Agreement, and the City is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit in connection with the Vendor or with this Agreement. The Vendor is solely responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Vendor under this Agreement.

5. COMPENSATION:

The Vendor will provide the City with a dated invoice with respect to each month no later than the tenth (10th) day of the following month. The Vendor will charge the City for the Services at the rate of no more than \$7,094.00 per month (the "Compensation"). The Vendor will be paid in two (2) lump sum payments. The first payment will be disbursed to the Vendor by March 1, 2026 in the amount of \$31,920.00, and the second payment will be disbursed to the Vendor by June 1, 2026 in the amount of \$31,920.00.

Each invoice must include the dates covered by the invoice and be accompanied by supporting documentation including, but not limited to, proof of expenditures, itemized receipts for purchases, and timesheets and payroll records with position or staff detail, as applicable.

The City reserves the right to reject, in whole or in part, any invoice which is not timely submitted.

Payment of the invoices submitted by the Vendor to the City are due within ten (10) days of receipt.

In the event that this Agreement is terminated by the City prior to completion of the Services, but where the Services have been partially performed and have not been paid for by the City, the Vendor will be entitled to payment for services rendered up to the date of termination provided that there has been no breach of contract on the part of the Vendor.

6. REIMBURSEMENT OF EXPENSES:

The Compensation may include reimbursement of the Vendor for reasonable expenses incurred by the Vendor in connection with providing the Services, to wit, miscellaneous food, trash collection, operational supplies, and other miscellaneous maintenance and operational costs.

In order to obtain reimbursement, any expenses must be pre-approved by the Director of Homelessness Initiatives, and the Vendor must provide the City with a dated invoice with respect to expenses incurred in each month no later than the fifth (5th) day of the following month. Each invoice must include the dates covered by the invoice and be accompanied by supporting documentation including, but not limited to, proof of expenditures, and itemized receipts for purchases.

Payment of the invoices submitted by the Vendor to the City are due within ten (10) days of receipt.

The City reserves the right to reject, in whole or in part, any invoice which is not timely submitted.

7. INSURANCE AND INDEMNIFICATION:

See Attachment B.

8. CONFIDENTIALITY:

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the City which would reasonably be considered to be proprietary to the City including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the City and where the release of that Confidential Information could reasonably be expected to cause harm to the City.

The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

The Vendor agrees that it will adhere to all state and federal laws protecting confidential, health care and personally-identifiable information, including but not limited to, HIPAA. The Vendor agrees to enter a HIPAA Business Associate Agreement upon presentation by the City.

9. OWNERSHIP OF INTELLECTUAL PROPERTY:

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Vendor. The City is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Vendor.

10. RETURN OF PROPERTY:

Upon the expiration or termination of this Agreement, the Vendor will return to the City any property, documentation, records, or Confidential Information which is the property of the City.

11. OPERATING PROCEDURE

For the safety and well-being of the guests, staff, and visitors, rules for the Facility have been instituted which all guests must follow. These rules are identified and more particularly described in Attachment C, Engagement Center Rules, (hereinafter referred to as, "Guest Rules"). The Vendor is shall require:

- A. Each of its staff members are to initial the Guest Rules to show that each staff member has read, understands the Guest Rules, and the expectations these rules require of each guest.
- B. A staff member shall review the Guest Rules with each guest upon the guest's admission into the facility.
- C. A staff member shall require each guest to sign, acknowledge and agree to abiding by the Guest Rules. Said staff member shall then

document in the guest log that the guest reviewed, understood and agreed to follow the Guest Rules.

- D. If a guest is absent from the facility for a period of fourteen (14) days or longer, a staff member must again review the Guest Rules with the guest, and the guest is again required to sign, acknowledge and agree to abiding by the Guest Rules.
- E. A copy of the Guest Rules shall be maintained in the Rules binder, conspicuously displayed in multiple locations throughout the Facility allowing the Guest Rules to be visibly displayed to all guests. A copy of Guest Rules shall be made available upon request.

13. AUTONOMY:

Except as otherwise provided in this Agreement, the Vendor will have full control over all staffing decisions made under this Agreement, including but not limited to working time, methods, and decision-making, but will be responsive to the reasonable needs and concerns of the City.

14. EQUIPMENT:

Except as otherwise provided in this Agreement, the Vendor will provide at its sole expense, any and all tools, machinery, equipment, raw materials, supplies, work wear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

15. REPORTING AND AUDITING:

The Vendor will adhere to all City Reporting and Auditing Requirements in the performance of this Agreement.

16. NON-SOLICITATION:

Non-Solicitation. During the period commencing on the Effective Date and ending one year following the Termination Date, the City will not, without the prior written consent of East Coast Evolution Leadership, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of East Coast Evolution Leadership or its Affiliates; or (ii) hire, on behalf of the City, or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with East Coast Evolution Leadership or its Affiliates. During the period commencing on the date hereof

through and ending one year following the Termination Date, the City will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of East Coast Evolution Leadership or its Affiliates, or endeavor to entice away from the East Coast Evolution Leadership or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of the East Coast Evolution Leadership, LLC or its Affiliates.

17. MODIFICATION OF AGREEMENT:

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

18. ASSIGNMENT:

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

19. GOVERNING LAW:

To the extent permitted by applicable federal law, this Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire.

20. SEVERABILITY:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

21. WAIVER:

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

22. OBLIGATIONS OF THE CITY:

The City's Director of Homelessness Initiatives will oversee the program on behalf of the City, providing programmatic guidance and final approval for the Engagement Center, including but not limited to the range of services available there, hours of operation, safety protocols, resources available on site, guest rules and expectations, admission and participation eligibility requirements, site capacity, neighborhood/partner relationships and collaboration. The Director of Homelessness Initiatives shall be responsible for program data reporting, measuring outcomes, collaboration with City partners, and monitoring program activities, and will be exclusively responsible for reporting and advising the Board of Mayor and Aldermen regarding the Agreement.

23. NOTICES:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

The City of Manchester
One City Hall Plaza
Manchester, NH 03101

East Coast Evolution Leadership
190 Elm St.
Manchester, NH 03101

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**ATTACHMENT B
INSURANCE/ INDEMNIFICATION**

1. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

In consideration of the utilization of funding through the City and other valuable consideration, the receipt of which is hereby acknowledged, Vendor agrees that all persons furnished by Vendor shall be considered the Vendor's employees or agents and that Vendor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

VENDOR hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the City arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Vendor's action which are related to this Agreement. Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Vendor. Vendor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Vendor or the City or to enlarge in any way the Vendor's liability but is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Vendor's performance hereunder.

2. VENDOR agrees to maintain in full force and effect:

- A.** Comprehensive General Liability Insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- B.** Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- C.** Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of

at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

- D.** Professional Liability insurance covering negligent acts, errors or omissions committed in connection with or arising directly or indirectly out of the services and activities funded under this Agreement being provided to the City of Manchester. The minimum limits of liability carried on such insurance shall be \$1,000,000 each claim and \$1,000,000 per policy year.
- E.** Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Vendor.
- F.** Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- G.** Vendor agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester and the Community Improvement Program as an additional insured (except worker's compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire, 03101 and the Community Improvement Program, One City Hall Plaza, Manchester, NH 03101 at least thirty (30) days in advance of such cancellation or change.

The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Vendor's liability hereunder or in any way modify the Vendor's indemnification responsibilities to the City of Manchester and the Community Improvement Program.

ATTACHMENT C GUEST RULES

For everyone's safety and protection, the Engagement Center (hereinafter "Facility") has rules which every person admitted into this facility (hereinafter "Guest") is expected to follow. We ask you to review these rule and sign below acknowledging that you understanding and will follow the rules. Adherence to these rules is critical to your safety and the safety of other guests. In ability or refusal to abide by these rules may result in you being asked to leave the facility for a period of time.

1. **ADMISSION TO THIS FACILITY:** The East Coast Evolution Engagement Center at 190- 200 Elm will not be allowed to turned away Guests for being under the influence of substances. This does not mean Guests are allowed to have substances in their possession or use while in the Facility. Staff reserves the right to remove Guests from the property when necessary.

All Guests must be checked in by staff. For Guests of the Facility, this will happen daily - or upon each entry.

2. **ALCOHOL AND/OR OTHER ILLEGAL DRUGS:** During your stay in this facility, you are expected to refrain from using alcohol and/or illegal substances. Facility staff reserve the right to ask for your assistance and allowance in examining your belongings in order to ensure that you do not have any such substances in your possession while in the Facility or on its property. Any substances found in your possession will be discarded immediately.

Should you need support for a substance use disorder, staff are prepared to assist you in accessing the appropriate resources.

3. **ALLOWED ITEMS:**

SHELTER: Each Guest will have access to a locker (lock must be provided by Facility), 2 medium-sized bins, a laundry bag or basket (all will be kept at the foot of bunks and out of walking lanes), and a large storage bin that will be in a clearly marked area in the Facility storage area. Items may also be stored under cots/bunks but must be in a bag or bin and the items cannot be flammable, perishable, or illegal. Access to this bin will be provided on Tuesdays and Fridays between 1:00 p.m. and 4:00 p.m. No Guests is allowed in the storage area; instead, the bins will be brought to you in the common area.

ENGAGEMENT CENTER GUESTS: Guests may bring one (1) bag into the facility. You are responsible for that bag and its contents. We advise you to lock valuables in a locker. Neither the Facility nor the City of Manchester is responsible for your bike's damage or loss of property.

4. **BUNKS/COTS:** There can be no plugs, posters, sheets, cloth or combustible items on or attached to bunks. The only exceptions are the sheets (1 set), pillows (2), and blankets (2) that are in use on mattresses.
5. **BIKES:** Each Guest may bring one bike to the property. All bikes must remain outside. There is an allotted space to store your bike. When not in use your bike must remain in its allotted space. Within one week of bringing the bike onto the property, it must be registered with the City of Manchester. Neither the Facility nor the City of Manchester is responsible for your bike's damage or loss of property.
6. **CHORES:** Guests who stay longer than three (3) days are expected to help with the community chore list. This is not mandatory but will be highly encouraged, and participating guests will be a part of the community engagement award system.
7. **CLOTHING AND BEDDING:** All Guests should be appropriately dressed to include footwear and/ or socks at all times other than while using showers. "Slides," flip flops, or shower shoes are recommended in showers. All Guests are always asked to wear a shirt and lower body covering. Bedding must be changed at least once a week or more; preferred schedule is Sunday, Wednesday, and Friday. Guests will place the bedding in the provided laundry bin by their bunks and are expected to wash their items in the provided machines during their stay.
8. **CURFEW AND BED ABANDONMENT:** You must be in the Facility by 9:00 p.m. unless, in advance, you are given permission to extend your curfew by a staff member. We need to be able to offer cots to those in need, and if someone is not back by curfew, we need to know if the cot is available. Often, Guests do not return for a night without telling us, and that could mean an individual was forced to sleep outside when the individual could have had a cot. To alleviate this, Guests who are not back by 9:00 p.m. or who, in advance, have not been permitted by a staff member to extend their curfew, risk losing their cot.

A binder logs both Guests wishing to stay out overnight and why, as well as a bed abandonment tracker. Multiple bed abandonments within a certain period WILL result in the loss of your bunk.

There is a policy concerning this that includes more details in your packet.

9. **FOOD:** No food is allowed in the Shelter room, your bed, or any other Guest's beds.
10. **GARBAGE:** During your stay, you are expected to dispose of any trash in the trash receptacles provided in the main rooms. This includes all utensils and food-related items. No food or food-related items will be disposed of in the bathroom or shower trash. Bags will be collected and removed each shift - or more frequently - as needed by staff.
11. **INTIMATE RELATIONS:** Guests are expected to refrain from intimate relations during their stay.

12. **MEDICATION**: The term “medication” means any prescribed medications and/or over-the-counter medications you are accustomed to taking. During your stay, you are expected to manage your medication and keep it on your person, in a place where only you can access it, at all times. We advise you to lock medication in a locker.

13. **RESTRICTED AREAS**:

FRONT OF THE FACILITY: Guest are permitted to wait on the wooden bridge five (5) minutes prior to the time the Facility opens, or while staff is checking you into the Facility. You may not loiter on the sidewalk or on the wooden bridge outside of the Facility’s entrance. You may not leave any items along the sidewalk in front of the Facility or the wooden bridge outside of the Facility’s entrance.

REAR OF THE FACILITY: When spending time outside, you may do so ONLY in the rear of the Facility.

MARKED AREAS: Certain areas will be marked as off-limits or restricted to guests for safety purposes. Facility staff or guest service providers may only access these marked areas. If Guests are found in these areas or discovered giving non-guests access, suspensions will be issued immediately.

Anyone violating this rule will be subject to restrictions, ranging from preclusion from the Facility’s property for a period of 24-hour, or permanent preclusion from the Facility’s property.

14. **PERSONAL HYGIENE**: During your stay, we ask that you maintain your hygiene as it is critical to your safety and that of others. Products such as soap, shampoo, etc. are provided upon intake and should be stored in your cot area or personal belongings. A schedule for guests to utilize the shower will be posted. ONLY 1 ADULT is allowed in any bathroom or shower at any given time. Breaking this rule will not be tolerated.

15. **PETS/ANIMALS**: are NOT allowed on the premises unless certified, trained service animal.

16. **PROPERTY/PERSONAL SPACE EXPECTATIONS**: During your stay, you are expected to maintain the condition and cleanliness of your personal space as well as any of the shared spaces, such as showers, bathrooms, laundry, and sitting areas. Staff will remind you of the standard cleaning procedures expected during your daily stay and each time you use shared space.

17. **QUIET HOURS**: These are observed nightly between 10:00 p.m. and 6:00 a.m.

18. **SHARED SPACE/SEATING AREA**: The seating area must be kept clean and free of personal items/trash. Guests must wipe their usage area down after meals and discard

used cleaning supplies. There are puzzles, books, games, and art supplies that Guests may use in this area only. Please respect these items and clean them up when not in use.

19. **SMOKING**: Smoking is permitted ONLY in the outside, fenced in area located in rear of the building. Violating this rule will be subject to restrictions ranging from preclusion from the Facility's property for a period of 24-hour, or permanent preclusion from the Facility's property.

Staff will escort you to the smoking area and help you maintain it during allotted breaks. Guests should be appropriately attired when outside smoking. Cigarette butts must be placed in the receptacle provided. Smoking times end at quiet time each night. Guests cannot smoke or burn any items in the facility.

20. **TECHNOLOGY**: During your stay, you will have use of your personal phones, laptops, music devices, tablets, etc. All electronic media devices, including cell phones and MP3 players, must be kept at a low volume and/or used with earphones during the day and utilized exclusively with earphones during quiet hours.
21. **VEHICLES**: You may have one vehicle per person on the property as long as it is registered (to the you), inspected, and drivable. If you need help making this happen, please advise staff immediately. No one registered at the Facility is allowed to sleep in vehicles or enable other Guests to stay in their cars during either day or night hours.
22. **VISITORS AND PROVIDERS**: While utilizing the Facility, only providers of a professional nature, such as case managers, DCYF, CASA, Manchester Mental Health, etc., shall be admitted, with proper identification, for purposes of conducting official business. All other guests and visitors must be cleared by a manager or site director before entering the property. No guests are allowed into the Facility areas and must remain outside. Facility staff will be identifiable by staff uniform.
23. **VIOLENT OR ABUSIVE BEHAVIOR OR LANGUAGE**: During your stay, you are expected to refrain from any such activity directed toward staff or any other guest. There is no tolerance for aggressive, abusive, or hostile behavior – either verbal, physical, or otherwise implied in any way. This behavior is grounds for removal from the Facility at the discretion of on-duty staff and/or the facility manager/site director.
24. **WEAPONS**: During your stay at the facility, we ask that any weapons be turned over to staff, who will secure them in a box with your identifying information. The staff will give you a receipt for those items and lock them up until you leave the facility. Weapons are not allowed to be kept at your cot or on your person.

By signing below, you acknowledge that you have been provided a copy, read, and understand the rules and agree to abide by them during your stay at the Elm Street Facility. You further acknowledge that any violation(s) will jeopardize your stay in the facility.

Guest: _____ Date: _____

Staff Witness Signature: _____ Date: _____

ATTACHMENT D
190-200 ELM STREET SHELTER BUDGET
MARCH 2026-NOVEMBER 2026

Grand Total: \$63, 840.00.00
Monthly Total: \$7, 094.00

One Staff Member: \$1,680/week (56 hours/week)

Professional Services Agreement
for
Management, Staffing and Operation of the Shelter and at 190-200 Elm Street,
Manchester, NH

THIS AGREEMENT for professional services is made on February 23, 2026 and is by and between the City of Manchester, a municipal corporation with a mailing address of One City Hall Plaza, Manchester, New Hampshire 03101, by and through Mayor's Office, Director of Homelessness Initiatives, (hereinafter referred to as, the "City"), and East Coast Evolution Leadership, LLC, 190-200 Elm Street, Manchester, NH 03101, (hereinafter referred to as, the "Vendor").

WITNESSETH THAT:

WHEREAS, the City has obtained funding to operate an adult aging and medically frail, Shelter at 190-200 Elm Street in Manchester; and,

WHEREAS, the Vendor has successfully operated the 39 Beech Street location and will be operating the 190-200 Elm Street location for the benefit of persons who are experiencing homelessness or are at risk of homelessness;

NOW, THEREFORE, the City and the Vendor do mutually agree as follows:

1. ENGAGEMENT OF THE VENDOR; SERVICES TO BE RENDERED.

The City agrees to engage the Vendor, and the Vendor agrees to perform the work and the services identified and more particularly described in Attachment A, Scope of Services, (hereinafter referred to as, "Services").

2. COMMENCEMENT DATE; COMPLETION DATE.

2.1 Commencement Date and Completion Date: Performance will begin effective March 1, 2026, (hereinafter referred to as the "Commencement Date"), and except as otherwise specifically provided for herein, all Services shall be completed in their entirety on or before November 30, 2026, (hereinafter referred to as the "Completion Date").

2.2 Performance of Services by Vendor Prior to Commencement Date: Any Services performed by the Vendor prior to the Commencement Date shall be performed at the sole risk of the Vendor. In the event that this Agreement shall not become effective, the City shall be under no obligation to pay the Vendor for any costs incurred in connection with the Services, or to otherwise pay for any Services performed during such period.

3. **PERSONNEL; CONFLICT OF INTEREST.**

3.1 Personnel: The Vendor represents that it has secured, or will secure at its own expense, all professionally qualified personnel required to perform the Services under this Agreement, as further specified in Attachment A. Such personnel shall not be employees of the City.

3.2 Qualifications of Personnel: All of the Services required hereunder will be performed by the Vendor or under its supervision and all personnel engaged in the work shall be properly licensed, as applicable, and otherwise authorized to do so under all applicable laws.

3.3 Background and Registry Checks: The Vendor will ensure that all personnel performing services under this agreement have undergone all applicable background and registry checks.

3.4 Interest of City Officials and Employees: The Vendor certifies that, to its knowledge, no member of the governing body of the City, and no other public official, officer, employee or agent of the City who exercises any functions or responsibilities in connection with carrying out of the Community Development Block Grant Program activity to which this Agreement pertains, shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

3.5 Interest of Certain Federal Officials: The Vendor certifies that no member or delegates to the Congress of the United States shall be admitted to any share or part of the proceeds of this Agreement or to any benefit to arise here from.

3.6 Interest of the Vendor and Its Agents and Employees: The Vendor covenants that neither it, nor any of its agents or employees, presently has any interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

4. **PAYMENTS TO THE VENDOR.**

4.1 Payments to the Vendor under this Agreement will not exceed \$391,200.00. The City shall pay the Vendor for services rendered during the period between the Commencement Date and the Completion Date in accordance with the provisions of this

Agreement and applicable law, and as further specified in the Attachments to this Agreement.

4.2 All payments under this Agreement will be based upon invoices timely provided by the Vendor in accordance with the allowable costs and expenses as specified under this Agreement.

4.3 Payments by the City to the Vendor shall be made within 10 days of the City's receipt of invoices from the Vendor, provided that all requirements of this Agreement have been fulfilled by the Vendor, unless the City requests clarification or revision of the invoice. Each invoice will document the employees and salaries funded under this Agreement, specifying the personnel and pay period(s) covered by the invoice, and, as further specified in Attachment A, Paragraph 6, the expenses attributable to the "other" budget category, identifying the date upon which, or the period of time for which, each expense was incurred, attaching all relevant documentation. Prior to disbursement, all invoices and supporting documentation will be reviewed and approved by the City's representatives.

4.4 Payments to the Vendor for services and expenses under this Agreement shall be based upon the scope of services identified in Attachment A. Vendor is responsible for all costs associated with fulfilling this contract, with the exception of reimbursable expenses as provided in Attachment A, and the rent associated with the 190- 200 Elm Street premises, which shall be paid by the City.

4.5 The Vendor may not subcontract any of the services required under this Agreement without the prior written approval of the City. The procurement of normal commercial supplies and services under procedures approved by the City shall not be considered as subcontracting. All such approved subcontracts shall be in the same form as the Agreement and subject to the same terms, conditions, and covenants contained herein.

5. AMENDMENTS / ADDITIONAL SERVICES.

The City may request changes in the Services to be performed hereunder by the Vendor. Such changes, including any increases or decreases in the amount of the Vendor's compensation, which are mutually agreed upon by and between the City and the Vendor, shall be incorporated in written amendments to this Agreement.

6. TERMINATION.

6.1 TERMINATION FOR CONVENIENCE OF CITY.

The City shall have the right at any time, for any reason whatever, to interrupt or terminate any part of or all of the work or Services required of the Vendor under this Agreement with a thirty (30) day written notice of such interruption or termination transmitted to the Vendor by the City. Interruption of any part of or all of the required work or Services in excess of six months shall be considered a termination. In the event

of termination of any part of or all of this Agreement, without fault on the part of the Vendor, the Vendor shall be entitled to pro-rata compensation for all work performed pursuant to this Agreement and to the satisfaction of the City. In order that the Vendor shall receive payment under termination notice of any part of the work, all plans, reports, field notes, estimates, proposals, calculations, together with all other materials and data collected or prepared in connection with this Agreement shall be transmitted to the City in a form acceptable to both parties.

6.2. **TERMINATION FOR CAUSE.** Upon the occurrence of any Event of Default as noted in 6.3 following, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all program records and all finished or unfinished documents, data, studies, and reports prepared by the Vendor shall, at the option of the City, become the City's property and the Vendor shall be entitled to receive compensation for any work satisfactorily completed hereunder; provided, however, that the amount of such compensation shall be solely determined by the City.

6.3 **EVENTS OF DEFAULT.** Any one or more of the following acts or omissions by the Vendor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

6.3.1 Failure to perform or complete any of the Services as scheduled or as required by this Agreement;

6.3.2 Failure to maintain the records required hereunder or to permit access thereto;

6.3.3 Failure, upon request by the City, to reimburse the City for payments used by the Vendor for expenses other than for the provision of the Services;

6.3.4 Failure in the performance of any of its remaining obligations hereunder or a default in any of the other covenants and conditions of this Agreement.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Vendor, and the City may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due the City from the Vendor is determined.

7. **RECORDS.**

7.1 During the performance of the Services under this Agreement, and for a period of four (4) years after the completion and acceptance of services under this Agreement, the Vendor shall keep and require any sub-Vendor to keep the following records and accounts:

7.1.1 Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

7.1.2 Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by the City of all project costs and other expenses incurred by the Vendor and all income received or collected by the Vendor, during the performance of the project activities. Said records shall be maintained in accordance with accounting procedures and practices acceptable to the City, and which sufficiently and properly reflect all such costs and expenses, and shall include, as may be applicable and without limitation, all ledgers, books, records and original evidence of costs such as purchase requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time sheets, and other records requested or required by the City.

8. DATA.

8.1 Data: As used in this Agreement, the term "data" shall mean all results, reports, documents, technical information and materials, developed and obtained from, or in connection with, the performance of the Services.

8.2 Retention; Rights in Data: The Vendor shall retain all data for a period of four (4) years after the Completion Date. During the performance of this Agreement and the said four (4) year period, the City, its agents and designated representatives shall have unrestricted access to all data prepared under this Agreement for purposes of duplication, publication, translation, sale or disposal, or for any purpose whatsoever; provided, however, that publication by the City, its agents and designated representatives of any data shall include reasonable credit to the Vendor.

8.3 Proscription Against Copyright: No data, information or other material produced in whole or in part under this Agreement shall be subject to copyright in the United States or any other country.

8.4 Findings Confidential: All reports, information, or data given to or prepared or assembled by the Vendor under this Agreement are to be kept confidential by the Vendor and the Vendor shall not make any such reports, information or data available to any individual or organization without the prior written approval of the City.

9. AUDITS AND INSPECTIONS

During the performance of the project activities and the four (4) year retention period, at any time during normal business hours and as often as City or relevant state or federal authorities, together or severally, may deem necessary, the Vendor shall make available to the City and any relevant state or federal authorities, as requested, all records pertaining to matters covered by this Agreement. The Vendor shall permit the City and any relevant state or federal authorities, collectively or severally, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, records

of personnel, data and other information relating to all matters covered in this Agreement. The Vendor shall permit the City and any relevant state or federal authorities, collectively or severally, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, records of personnel, data and other information relating to all matters covered in this Agreement.

10. ASSIGNABILITY

The Vendor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City.

11. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

The Vendor shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work specified by this Agreement.

12. STATUTORY REQUIREMENTS

The Vendor shall comply, and require each sub-contractor to comply, as may be applicable, with the following federal laws, standards, orders and regulations issued pursuant thereto:

12.1 Executive Order 11246-Equal Employment Opportunity/Affirmative Action Requirements. The Vendor hereby covenants and agrees that during the term of the Agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap and that, in furtherance of the said covenant the Vendor shall:

12.2 Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap; such action shall be taken in conjunction with any of the Vendor's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

12.3 Post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause; the Vendor will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap;

12.4 Keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Vendor shall also permit the City, or the Secretary of Labor or any of their designated representatives to have access to the Vendor's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;

12.5 Not discriminate among participants under this Agreement on the basis of race, color, religion, sex, age, familial status, marital status, national origin, mental or physical handicap. For the purpose of this Agreement, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his /her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, age, familial status, marital status, national origin, or physical handicap of the participants to be served.

12.6 The Civil Rights Act of 1964, (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12.7 Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12.8 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

12.8.1 The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to

this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

12.8.2 The Vendor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon finding that the sub-Vendor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR 135. The Vendor will not subcontract with any sub-Vendor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Vendor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

12.9 Sections 503 & 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794), which provides that no otherwise qualified handicapped individual shall, solely by reasons of his or her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

12.10 The Age Discrimination Act of 1975, as amended, (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

12.11 The Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

12.12 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12.13 RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

12.14 Generally applicable federal environmental laws and regulations.

12.15 Vendor shall cause the applicable provisions of this Section of the

Statutory Provisions to be inserted in all sub-agreements, for any work or Project Activities covered by this Agreement so that the Provisions will be binding on each sub-Vendor; provided, however, that the foregoing Provisions shall not apply to contracts for standard commercial supplies or raw materials. Vendor shall take such action with respect to any sub-agreement as the State, or where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

14. WAIVER OF BREACH

No waiver by the City of its rights to enforce any provisions hereof after any default on the part of the Vendor shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. INSURANCE/ INDEMNIFICATION

See Attachment B. The Vendor must provide all insurance certificates at the time of execution of this Agreement.

17. NON-APPROPRIATION

The Vendor acknowledges and agrees that the City's obligations under this Agreement are contingent upon the full funding and appropriation by the City. The Parties agree that in the event that sufficient funds are not appropriated or made available by the governing body for the continued performance of this Agreement, either Party may terminate the Agreement without penalty

18. NOTICE

Any notice by a party hereto, to the other party, shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the address as follows:

- | | |
|--|--|
| <p>(a) If to the City:
The City of Manchester
1 City Hall Plaza
Manchester, NH 03101</p> | <p>(b) If to the Vendor:
East Coast Evolution Leadership
190 Elm Street
Manchester, NH 03101</p> |
|--|--|

19. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement is to be construed in accordance with the laws of the State of New Hampshire and is binding upon and insures to the benefit of the parties and their respective successors and assigns. The headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

20. JURISDICTION

Any lawsuit regarding this Agreement shall be filed in New Hampshire.

21. SEVERABILITY

If any court deems any of the terms of this Agreement to be unenforceable or invalid, in whole or in part, that shall not affect the remaining terms of this Agreement, and they shall remain in full effect.

22. INTEGRATION

This Agreement represents the final and binding agreement between the parties for the Services. Any prior agreement made regarding those services is superseded by this Agreement.

The remainder of this page is intentionally left blank. Signatures of the parties follow.

IN WITNESS WHEREOF, the City and the Vendor have executed this Agreement as of the date first above written:

City of Manchester

Per: _____

(Seal)

Officer's Name:

East Coast Evolution Leadership

Per: _____

(Seal)

Officer's Name:

ATTESTATION

East Coast Evolution Leadership, LLC, ("ECEL"), agrees and attests that it will, in connection with this Agreement, meet all confidential data requirements and access, view, store and discuss confidential data in accordance with federal and state laws and regulations. ECEL further attests and agrees that only persons with a justifiable business need will access confidential data.

East Coast Evolution Leadership, LLC

By: _____

Its Duly Authorized _____

Dated: _____

ATTACHMENT A
SCOPE OF SERVICES

In consideration of the mutual promises contained in the Agreement by and between the City of Manchester (hereinafter, "the City"), and East Coast Evolution Leadership, LLC, (hereinafter, "the Vendor"), (hereinafter collectively referred to as, "the Parties"), and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties further agree, as follows:

1. TERM OF AGREEMENT:

The term of this Agreement (the "Term") will begin on February 23, 2026 and will remain in full force and effect until November 30, 2026, subject to earlier termination as provided in this Agreement and so long as sufficient funds are made available by the City, and appropriated by the City. The Term may be extended only with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to November 30, 2026, that Party will be required to provide 30 days' written notice to the other Party.

2. OVERVIEW OF SERVICES TO BE PROVIDED BY VENDOR:

The City hereby agrees to engage the Vendor to operate a Shelter for adults aged 62 years and older, and/or adults aged 18 years or old who are medically frail and are experiencing homelessness or are at risk of homelessness at 190-200 Elm Street, (hereinafter, "the Facility").

The Vendor will ensure that the Facility is open at the times, on the days and for the periods of time specified by the City.

The Vendor will ensure that the Facility and the services provided therein, are in compliance with all applicable state and federal laws and regulations, as well as the Homelessness Management Information System (HMIS) data entry and reporting requirements, as described in the NH HMIS Policy and Procedure Manual. In this regard, the Vendor will ensure that all persons utilizing the Facility are entered into both the 190-200 Elm Street and Coordinated Entry programs in HMIS.

Supportive, non-clinical services will be offered to the Guests at the Facility. The City will be responsible for coordinating these supportive, non-clinical, services. The Vendor will be responsible for facilitating these services at the Facility. Non-clinical services may include, but not limited to, assistance with accessing: substance use

disorder treatment; mental health support; medical care; employment services; and housing, by aiding individuals through the application processes, receiving missing vital records, missing identification and income verification, as well as challenging histories of eviction, credit availability and criminality. The Vendor will be responsible for facilitating these services.

The Vendor will provide sufficient staffing services to ensure that the Facility is fully staffed at all times during which the Facility is operational, as further specified in Attachment D. The City and Vendor, mutually agree, at times unplanned events occur causing the staffing needs of the Facility to increase. In order to accommodate staffing needs caused by these unplanned events, the City has created a contingency fund. Approval of the need for additional staff to operate the Facility during these unplanned events will be at the sole discretion of the Mayor, or his/her designee. Any disbursement from the contingency fund will be made only at the discretion of the Mayor, or his/her designee.

The Vendor is responsible for hiring qualified and properly-screened staff for the Facility, which operates under the direction of the City's Director of Homelessness Initiatives. In providing the staffing services, the Vendor promises to exercise its best efforts to adhere to the following standards and objectives, as well as any that may be further specified by the City during the term of the Agreement:

Programming methodology that includes a shelter, prioritizing shelter services for the medically frail adults 18 years or older, and adults 62 years or age or older street homeless population and employing harm reduction.

- A. Quantity and quality of services to be provided that demonstrate best practices including trauma-informed and person-centered care.
- B. Commitment to hiring those with lived experience of homelessness and/or substance use when possible, and providing considerate support and training.
- C. Maintenance of positive relationships and connections to service vendors and providers within the community.
- D. Collaboration with the community service providers within the Manchester Continuum of Care and as requested by the Director of Homelessness Initiatives for the City of Manchester.
- E. Creation of a productive and goal oriented culture including increasing stability in the areas of guests' income, behavioral health, and housing by way of service connections in the community.

- F. Commitment to data driven practices including, but not limited to, compliance with and date entry into the 190-200 Elm and Coordinated Entry within HMIS (Homeless Management of Information System).
- G. Compliance with communications, requests, and reporting from Director of Homelessness Initiatives, as needed.

3. EAST COAST EVOLUTION LEADERSHIP, LLC IS THE EMPLOYER:

Vendor agrees that it is the employer and that the persons working at the Facility are employees of East Coast Evolution Leadership, LLC, and not of the City. As such, the Vendor is solely responsible for all wages, benefits and other compensation, and all applicable withholdings and payments, including but not limited to required taxes, withholdings, workers' compensation insurance, and unemployment tax payments. Vendor will designate staff, coordinate schedules, and maintains the sole authority to manage wage increases, bonuses, disciplinary action, and any other activity pertaining to the staffing of the Facility.

4. VENDOR IS AN INDEPENDENT CONTRACTOR:

In providing the Services under this Agreement, it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. The Vendor and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Vendor agrees that the City bears no tax, fee or penalty liability under this Agreement, and the City is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit in connection with the Vendor or with this Agreement. The Vendor is solely responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Vendor under this Agreement.

5. COMPENSATION:

The Vendor will provide the City with a dated invoice with respect to each month no later than the tenth (10th) day of the following month. The Vendor will charge the City for the Services at the rate of no more than \$43,467.00 per month (the "Compensation") The Vendor will be paid in two (2) lump sum payments. The first payment will be disbursed to the Vendor by March 1, 2026 in the amount of \$195,500.00, and the second payment will be disbursed to the Vendor by June 1, 2026 in the amount of \$195,500.00.

Each invoice must include the dates covered by the invoice and be accompanied by supporting documentation including, but not limited to, proof of expenditures, itemized receipts for purchases, and timesheets and payroll records with position or staff detail, as applicable

The City reserves the right to reject, in whole or in part, any invoice which is not timely submitted.

Payment of the invoices submitted by the Vendor to the City are due within ten (10) days of receipt.

In the event that this Agreement is terminated by the City prior to completion of the Services, but where the Services have been partially performed and have not been paid for by the City, the Vendor will be entitled to payment for services rendered up to the date of termination provided that there has been no breach of contract on the part of the Vendor.

6. REIMBURSEMENT OF EXPENSES:

The Compensation may include reimbursement of the Vendor for reasonable expenses incurred by the Vendor in connection with providing the Services, to wit, miscellaneous trash collection, operational supplies, and other miscellaneous maintenance and operational costs.

The City shall purchase all food and basic supplies (e.g., paper products and coffee supplies) for the Shelter at its own expense. The Vendor shall ensure food is prepared and distributed to all Shelter Guests, daily and at such daily intervals as specify by the City. Payments to the Vendor for these food expenses will not exceed \$41,250.00. The Vendor will be paid in two (2) lump sum payments. The first payment will be disbursed to the Vendor by March 1, 2026 in the amount of \$20,625.00 and the second payment will be disbursed to the Vendor by June 1, 2026 in the amount of \$20,625.00.

The Vender promises to ensure that food is prepared and maintained consistent with any and all applicable local, state and federal laws and regulations.

All payments under this Agreement will be based upon invoices timely provided by the Vendor in accordance with the allowable costs and expenses as specified under this Agreement and section 4 Payments To The Vendor of this contract.

In order to obtain reimbursement, any expenses, excluding food expenses, must be pre-approved by the Director of Homelessness Initiatives, and the Vendor must provide the

City with a dated invoice with respect to expenses incurred in each month no later than the fifth (5th) day of the following month. Each invoice must include the dates covered by the invoice and be accompanied by supporting documentation including, but not limited to, proof of expenditures, and itemized receipts for purchases.

The City reserves the right to reject, in whole or in part, any invoice which is not timely submitted.

7. INSURANCE AND INDEMNIFICATION:

See Attachment B.

8. CONFIDENTIALITY:

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the City which would reasonably be considered to be proprietary to the City including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the City and where the release of that Confidential Information could reasonably be expected to cause harm to the City.

The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

The Vendor agrees that it will adhere to all state and federal laws protecting confidential, health care and personally-identifiable information, including but not limited to, HIPAA. The Vendor agrees to enter a HIPAA Business Associate Agreement upon presentation by the City.

9. OWNERSHIP OF INTELLECTUAL PROPERTY:

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Vendor. The City is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Vendor.

10. RETURN OF PROPERTY:

Upon the expiration or termination of this Agreement, the Vendor will return to the City any property, documentation, records, or Confidential Information which is the property of the City.

11. OPERATING PROCEDURE

For the safety and well-being of the guests, staff, and visitors, rules for the Facility have been instituted which all Guests must follow. These rules are identified and more particularly described in Attachment C, Shelter Rules, (hereinafter referred to as, "Guest Rules"). The Vendor is shall require:

- A. Each of its staff members are to initial the Guest Rules to show that each staff member has read, understands the Guest Rules, and the expectations these rules require of each guest.
- B. A staff member shall review the Guest Rules with each guest upon the guest's admission into the facility.
- C. A staff member shall require each guest to sign, acknowledge and agree to abiding by the Guest Rules. Said staff member shall then document in the guest log that the guest reviewed, understood and agreed to follow the Guest Rules.
- D. If a guest is absent from the facility for a period of fourteen (14) days or longer, a staff member must again review the Guest Rules with the guest, and the guest is again required to sign, acknowledge and agree to abiding by the Guest Rules.
- E. A copy of the Guest Rules shall be maintained in the Rules binder, conspicuously displayed in multiple locations throughout the Facility allowing the Guest Rules to be visibly displayed to all guests. A copy of the Guest Rules shall be made available upon request.

13. AUTONOMY:

Except as otherwise provided in this Agreement, the Vendor will have full control over all staffing decisions made under this Agreement, including but not limited to working time, methods, and decision-making, but will be responsive to the reasonable needs and concerns of the City.

14. EQUIPMENT:

Except as otherwise provided in this Agreement, the Vendor will provide at its sole expense, any and all tools, machinery, equipment, raw materials, supplies, work wear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

15. REPORTING AND AUDITING:

The Vendor will adhere to all City Reporting and Auditing Requirements in the performance of this Agreement.

16. NON-SOLICITATION:

Non-Solicitation. During the period commencing on the Effective Date and ending one year following the Termination Date, the City will not, without the prior written consent of East Coast Evolution Leadership, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of East Coast Evolution Leadership or its Affiliates; or (ii) hire, on behalf of the City, or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with East Coast Evolution Leadership or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Date, the City will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of East Coast Evolution Leadership or its Affiliates, or endeavor to entice away from the East Coast Evolution Leadership or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of the East Coast Evolution Leadership, LLC or its Affiliates.

17. MODIFICATION OF AGREEMENT:

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

18. ASSIGNMENT:

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

19. GOVERNING LAW:

To the extent permitted by applicable federal law, this Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire.

20. SEVERABILITY:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

21. WAIVER:

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

22. OBLIGATIONS OF THE CITY:

The City's Director of Homelessness Initiatives will oversee the program on behalf of the City, providing programmatic guidance and final approval for the Shelter, including but not limited to the range of services available there, hours of operation, safety protocols, resources available on site, guest rules and expectations, admission and participation eligibility requirements, site capacity, neighborhood/partner relationships and collaboration. The Director of Homelessness Initiatives shall be responsible for program data reporting, measuring outcomes, collaboration with City partners, and monitoring program activities, and will be exclusively responsible for reporting and advising the Board of Mayor and Aldermen regarding the Agreement.

23. NOTICES:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

The City of Manchester
One City Hall Plaza
Manchester, NH 03101

East Coast Evolution Leadership
190 Elm St.
Manchester, NH 03101

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**ATTACHMENT B
INSURANCE/ INDEMNIFICATION**

1. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

In consideration of the utilization of funding through the City and other valuable consideration, the receipt of which is hereby acknowledged, Vendor agrees that all persons furnished by Vendor shall be considered the Vendor's employees or agents and that Vendor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

VENDOR hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the City arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Vendor's action which are related to this Agreement. Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Vendor. Vendor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Vendor or the City or to enlarge in any way the Vendor's liability but is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Vendor's performance hereunder.

2. VENDOR agrees to maintain in full force and effect:

- A.** Comprehensive General Liability Insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- B.** Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- C.** Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of

at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

- D.** Professional Liability insurance covering negligent acts, errors or omissions committed in connection with or arising directly or indirectly out of the services and activities funded under this Agreement being provided to the City of Manchester. The minimum limits of liability carried on such insurance shall be \$1,000,000 each claim and \$1,000,000 per policy year.
- E.** Any and all deductibles on the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of Vendor.
- F.** Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- G.** Vendor agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester and the Community Improvement Program as an additional insured (except worker's compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire, 03101 and the Community Improvement Program, One City Hall Plaza, Manchester, NH 03101 at least thirty (30) days in advance of such cancellation or change.

The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Vendor's liability hereunder or in any way modify the Vendor's indemnification responsibilities to the City of Manchester and the Community Improvement Program.

ATTACHMENT C GUEST RULES

For everyone's safety and protection, the Shelter (hereinafter "Facility") has rules which every person admitted into this facility (hereinafter "Guest") is expected to follow. We ask you to review these rule and sign below acknowledging that you understanding and will follow the rules. Adherence to these rules is critical to your safety and the safety of other guests. In ability or refusal to abide by these rules may result in you being asked to leave the facility for a period of time.

1. **ADMISSION TO THIS FACILITY:** The East Coast Evolution Engagement Center at 190- 200 Elm will not be allowed to turned away Guests for being under the influence of substances. This does not mean Guests are allowed to have substances in their possession or use while in the Facility. Staff reserves the right to remove Guests from the property when necessary.

All Guests must be checked in by staff. For Guests of the Facility, this will happen daily - or upon each entry.

2. **ALCOHOL AND/OR OTHER ILLEGAL DRUGS:** During your stay in this facility, you are expected to refrain from using alcohol and/or illegal substances. Facility staff reserve the right to ask for your assistance and allowance in examining your belongings in order to ensure that you do not have any such substances in your possession while in the Facility or on its property. Any substances found in your possession will be discarded immediately.

Should you need support for a substance use disorder, staff are prepared to assist you in accessing the appropriate resources.

3. **ALLOWED ITEMS:**

SHELTER: Each Guest will have access to a locker (lock must be provided by Facility), 2 medium-sized bins, a laundry bag or basket (all will be kept at the foot of bunks and out of walking lanes), and a large storage bin that will be in a clearly marked area in the Facility storage area. Items may also be stored under cots/bunks but must be in a bag or bin and the items cannot be flammable, perishable, or illegal. Access to this bin will be provided on Tuesdays and Fridays between 1:00 p.m. and 4:00 p.m. No Guests is allowed in the storage area; instead, the bins will be brought to you in the common area.

ENGAGEMENT CENTER GUESTS: Guests may bring one (1) bag into the facility. You are responsible for that bag and its contents. We advise you to lock valuables in a locker. Neither the Facility nor the City of Manchester is responsible for your bike's damage or loss of property.

4. **BUNKS/COTS:** There can be no plugs, posters, sheets, cloth or combustible items on or attached to bunks. The only exceptions are the sheets (1 set), pillows (2), and blankets (2) that are in use on mattresses.
5. **BIKES:** Each Guest may bring one bike to the property. All bikes must remain outside. There is an allotted space to store your bike. When not in use your bike must remain in its allotted space. Within one week of bringing the bike onto the property, it must be registered with the City of Manchester. Neither the Facility nor the City of Manchester is responsible for your bike's damage or loss of property.
6. **CHORES:** Guests who stay longer than three (3) days are expected to help with the community chore list. This is not mandatory but will be highly encouraged, and participating guests will be a part of the community engagement award system.
7. **CLOTHING AND BEDDING:** All Guests should be appropriately dressed to include footwear and/ or socks at all times other than while using showers. "Slides," flip flops, or shower shoes are recommended in showers. All Guests are always asked to wear a shirt and lower body covering. Bedding must be changed at least once a week or more; preferred schedule is Sunday, Wednesday, and Friday. Guests will place the bedding in the provided laundry bin by their bunks and are expected to wash their items in the provided machines during their stay.
8. **CURFEW AND BED ABANDONMENT:** You must be in the Facility by 9:00 p.m. unless, in advance, you are given permission to extend your curfew by a staff member. We need to be able to offer cots to those in need, and if someone is not back by curfew, we need to know if the cot is available. Often, Guests do not return for a night without telling us, and that could mean an individual was forced to sleep outside when the individual could have had a cot. To alleviate this, Guests who are not back by 9:00 p.m. or who, in advance, have not been permitted by a staff member to extend their curfew, risk losing their cot.

A binder logs both Guests wishing to stay out overnight and why, as well as a bed abandonment tracker. Multiple bed abandonments within a certain period WILL result in the loss of your bunk.

There is a policy concerning this that includes more details in your packet.

9. **FOOD:** No food is allowed in the Shelter room, your bed, or any other Guest's beds.
10. **GARBAGE:** During your stay, you are expected to dispose of any trash in the trash receptacles provided in the main rooms. This includes all utensils and food-related items.

No food or food-related items will be disposed of in the bathroom or shower trash. Bags will be collected and removed each shift - or more frequently - as needed by staff.

11. **INTIMATE RELATIONS**: Guests are expected to refrain from intimate relations during their stay.
12. **MEDICATION**: The term “medication” means any prescribed medications and/or over-the-counter medications you are accustomed to taking. During your stay, you are expected to manage your medication and keep it on your person, in a place where only you can access it, at all times. We advise you to lock medication in a locker.
13. **RESTRICTED AREAS**:

FRONT OF THE FACILITY: Guest are permitted to wait on the wooden bridge five (5) minutes prior to the time the Facility opens, or while staff is checking you into the Facility. You may not loiter on the sidewalk or on the wooden bridge outside of the Facility’s entrance. You may not leave any items along the sidewalk in front of the Facility or the wooden bridge outside of the Facility’s entrance.

REAR OF THE FACILITY: When spending time outside, you may do so **ONLY** in the rear of the Facility.

MARKED AREAS: Certain areas will be marked as off-limits or restricted to guests for safety purposes. Facility staff or guest service providers may only access these marked areas. If Guests are found in these areas or discovered giving non-guests access, suspensions will be issued immediately.

Anyone violating this rule will be subject to restrictions, ranging from preclusion from the Facility’s property for a period of 24-hour, or permanent preclusion from the Facility’s property.

14. **PERSONAL HYGIENE**: During your stay, we ask that you maintain your hygiene as it is critical to your safety and that of others. Products such as soap, shampoo, etc. are provided upon intake and should be stored in your cot area or personal belongings. A schedule for guests to utilize the shower will be posted. **ONLY 1 ADULT** is allowed in any bathroom or shower at any given time. Breaking this rule will not be tolerated.
15. **PETS/ANIMALS**: are **NOT** allowed on the premises unless certified, trained service animal.
16. **PROPERTY/PERSONAL SPACE EXPECTATIONS**: During your stay, you are expected to maintain the condition and cleanliness of your personal space as well as any of the shared spaces, such as showers, bathrooms, laundry, and sitting areas. Staff will remind you of the standard cleaning procedures expected during your daily stay and each time you use shared space.

17. **QUIET HOURS:** These are observed nightly between 10:00 p.m. and 6:00 a.m.
18. **SHARED SPACE/SEATING AREA:** The seating area must be kept clean and free of personal items/trash. Guests must wipe their usage area down after meals and discard used cleaning supplies. There are puzzles, books, games, and art supplies that Guests may use in this area only. Please respect these items and clean them up when not in use.
19. **SMOKING:** Smoking is permitted ONLY in the outside, fenced in area located in rear of the building. Violating this rule will be subject to restrictions ranging from preclusion from the Facility's property for a period of 24-hour, or permanent preclusion from the Facility's property.

Staff will escort you to the smoking area and help you maintain it during allotted breaks. Guests should be appropriately attired when outside smoking. Cigarette butts must be placed in the receptacle provided. Smoking times end at quiet time each night. Guests cannot smoke or burn any items in the facility.

20. **TECHNOLOGY:** During your stay, you will have use of your personal phones, laptops, music devices, tablets, etc. All electronic media devices, including cell phones and MP3 players, must be kept at a low volume and/or used with earphones during the day and utilized exclusively with earphones during quiet hours.
21. **VEHICLES:** You may have one vehicle per person on the property as long as it is registered (to the you), inspected, and drivable. If you need help making this happen, please advise staff immediately. No one registered at the Facility is allowed to sleep in vehicles or enable other Guests to stay in their cars during either day or night hours.
22. **VISITORS AND PROVIDERS:** While utilizing the Facility, only providers of a professional nature, such as case managers, DCYF, CASA, Manchester Mental Health, etc., shall be admitted, with proper identification, for purposes of conducting official business. All other guests and visitors must be cleared by a manager or site director before entering the property. No guests are allowed into the Facility areas and must remain outside. Facility staff will be identifiable by staff uniform.
23. **VIOLENT OR ABUSIVE BEHAVIOR OR LANGUAGE:** During your stay, you are expected to refrain from any such activity directed toward staff or any other guest. There is no tolerance for aggressive, abusive, or hostile behavior – either verbal, physical, or otherwise implied in any way. This behavior is grounds for removal from the Facility at the discretion of on-duty staff and/or the facility manager/site director.
24. **WEAPONS:** During your stay at the facility, we ask that any weapons be turned over to staff, who will secure them in a box with your identifying information. The staff will give you a receipt for those items and lock them up until you leave the facility. Weapons are not allowed to be kept at your cot or on your person.

By signing below, you acknowledge that you have been provided a copy, read, and understand the rules and agree to abide by them during your stay at the Elm Street Facility. You further acknowledge that any violation(s) will jeopardize your stay in the facility.

Guest: _____ Date: _____

Staff Witness Signature: _____ Date: _____

ATTACHMENT D
190-200 ELM STREET SHELTER BUDGET
MARCH 2026-NOVEMBER 2026

	Grand Total: \$391,200.00
	Monthly Total: \$43,467.00
Admin & Director:	\$72,000.00 (\$8,000.00 / month)
Two Staff Members:	\$8,400/week
1 Staff	168 hours
1 Staff	112 hours