

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA:6.D.1
AGENDA DATE: July 31, 2018

SUBJECT:

Authorization to Submit an Administrative Entity Award Recommendation Package for Fiscal Year 2018-2019 to the California Department of Housing and Community Development for the State of California Emergency Solutions Grants Program

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0403

On motion of Supervisor Monteith , Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini


Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:6.D.1
AGENDA DATE: July 31, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Authorization to Submit an Administrative Entity Award Recommendation Package for Fiscal Year 2018-2019 to the California Department of Housing and Community Development for the State of California Emergency Solutions Grants Program

STAFF RECOMMENDATION:

1. Adopt a Resolution to authorize the Director of Planning and Community Development to participate in the State of California Housing and Community Development Department Emergency Solutions Grants Program.
2. Authorize the Director of Planning and Community Development to submit an Administrative Entity (AE) Award Recommendation Package to the California Department of Housing and Community Development (HCD).
3. Authorize the County to accept, if awarded, the HCD Emergency Solutions Grants Program funding and authorize the Director of Planning and Community Development to execute an Administrative Entity Standard Agreement with HCD.
4. Authorize the Director of Planning and Community Development to execute any related program agreements, contracts, or other documentation required for implementation of Emergency Solutions Grants Program funding awarded to Stanislaus County by HCD. This authorization includes the use of any program income in accordance with applicable program guidelines.

DISCUSSION:

The California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grant (ESG) program with funding received from the United States Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program (ESG). The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families/individuals from becoming homeless. Hereafter, the HCD ESG program will be referred to as CA-ESG.

On February 27, 2018 the Board of Supervisors authorized the County to submit a Solicitation of Interest (SOI) to the California Department of Housing and Community Development (HCD) for recertification of Stanislaus County as the Administrative Entity (AE) for CA-ESG funding and to work with the Stanislaus Community System of Care (CSoC), federally recognized as the local Continuum of Care, to identify eligible activities, including releasing a Notice of Funding Availability (NOFA) to seek qualified service providers to be awarded CA-ESG Program funding.

Stanislaus County, as the “lead entity” of the Stanislaus Urban County, also receives federal ESG Program funding directly from HUD as an entitlement jurisdiction. Designed by HUD as a first step in a Continuum of Care plan of assistance, the ESG Program strives to address the immediate needs of persons residing on the street and needing emergency shelter and transitional housing, as well as assisting their movement to independent living. While flexible in terms of serving all homeless subpopulations and preventing a person from becoming homeless, ESG Program legislation and implementing regulations do limit the types of activities and amounts that can be spent on different activities.

In accordance with HCD’s CA-ESG Program regulations and the State’s 2018 Annual Action Plan, the following are the funding limitations for the program funding excluding administration funding: emergency shelter activities are limited to a maximum of 60% of the total activity funding and a minimum of 40% of the activity funding is required to be dedicated to Rapid Re-Housing or Homeless Prevention eligible activities. In addition a maximum of 10% of the total Administrative Entity’s activity funding may be used for Homeless Management Information System (HMIS) activities and HCD is allowing a set-aside of approximately 2.8% of the total allocation for administration of the program.

On February 27, 2018, the Board of Supervisors authorized the Department to accept, if awarded, funding in the amount of \$827,728. The funding amount was based on HCD’s original estimate. At that time HCD had not yet released the Fiscal Year 2018-2019 Notice of Funding Availability (NOFA) for the CA-ESG Program.

HCD released the NOFA for the CA-ESG Program on June 8, 2018 and announced a revised funding estimate in the amount of \$289,501; a decrease of 65% from the original estimate. HCD made the decision to “decouple” state funding from its HUD funding for the CA-ESG program for Fiscal Year 2018. The State has indicated that it will include its state funding in a future NOFA that will include Senate Bill 2 funding for homeless activities. In addition the CA ESG NOFA included revisions to the program guidelines allowing for similar activities as the federal ESG program such as homeless prevention activities and combined coordinated entry activities with HMIS activities.

In anticipation of the receipt of CA-ESG funding, the County included the CA-ESG funding as part of the Stanislaus Urban County’s Fiscal Year 2018 NOFA for federal Community Development Block Grant (CDBG) Public Service Grants and ESG funds. In developing the Fiscal Year 2018 NOFA, County staff worked with the CSoC, and service providers, to identify gaps in services and community needs. The NOFA was released at a Grant Technical Workshop that was required for all potential applicants on November 15, 2017, with a 30 day period to submit applications. The NOFA was

distributed to all agencies that participate in the CoC, previous and present Stanislaus Urban County CDBG and ESG Program applicants, and participating agencies and individuals in the County's Focus on Prevention Initiative.

Four grant applications requesting a total of \$571,449 in funding were received in response to the NOFA. The NOFA was based on the original estimated CA-ESG allocation amount of \$827,728 and included a statement that award recommendations including caps and eligible activities may be increased or decreased based on the actual amount awarded by HCD. Both applications have been scored by an eleven member Grant Review Panel comprised of one representative from each of the following: Stanislaus County, the CoC, and the cities of Ceres, Hughson, Newman, Patterson, Oakdale, Modesto, Turlock and Waterford.

Based on HCD's program regulations, Stanislaus County is able to recommend up to three CA-ESG grant awards. Those grant applicants recommended for awards are Family Promise, We Care Program and Community Housing and Shelter Services (CHSS).

As reflected in Attachment 1 – Fiscal Year 2018-2019 Ranking List of California Emergency Solutions Grant (CA-ESG) Program Funding Recommendations, the recommended funding amounts have been adjusted downwards, from the requested amounts, to account for the decrease in the estimated funding amounts. Funding recommendations reflect both application scoring and program activity minimum and maximum caps needing to be met. The following is an overview of activities recommended for funding:

Family Promise of Greater Modesto

New Beginnings- Shelter to Solutions: \$101,928

Family Promise has provided shelter and resources to families experiencing homelessness in Stanislaus County for twelve years. The agency is an affiliate of a national organization with 207 affiliates and over 30 years of experience sheltering homeless families. Family Promise provides shelter and housing stabilization case management to homeless families with children through their Interfaith Hospitality Network. All adults must agree to participate in housing stabilization serves that includes an income plan, a housing plan and savings goals. Eligible families must include at least one minor child and one adult, be currently homeless and in need of emergency shelter. Program participants must be free from active substance abuse and able to live in a community setting with other families. Grant funds will be used to assist households with minor children by providing emergency shelter, rental assistance, intensive on-going case management and supportive services to transition them from shelters from throughout the County.

We Care Program- Turlock

Emergency Shelter Program: \$85,065

We Care opened its shelter facility in 2003 and has resulted in 15 years of experience administering and providing supportive housing programs in Stanislaus County. The

shelter provides a safe and stable environment for individuals who would otherwise be sleeping on the street or in places not meant for human habitation. Nutritious meals are provided nightly by various local churches, civic organization, local business and individual families. On-site services provided to the shelter clients include case management to help individuals acquire their identification cards, birth certificates, social security cards, notary public services, clothes closet and transportation vouchers. Shelter clients also receive assistance with employment searches and referrals to Rapid Re-Housing and Permanent Supportive Housing Programs. Grant funds will be used to assist individuals by providing overnight shelter, case management and supportive services to transition them from shelter care to stable housing.

Community Housing and Shelter Services (CHSS)

Coordinated Rapid Re-Housing Services: \$94,379

CHSS has over 34 years in experience administering and providing supportive housing programs in Stanislaus County. The vision of the agency is to transition families/individuals from temporary emergency shelter or motel vouchers programs into permanent rental housing and assist those that are at-risk of becoming homeless. The agency offers the entire spectrum of housing services for residents that includes housing counseling, emergency shelter, rental assistance and permanent housing supportive services. Grant funds will be used to assist households with minor children by providing rental assistance, intensive on-going case management and supportive services to transition them from shelters from throughout the County.

While the Salvation Army's Emergency Shelter program ranked third place in the overall scoring, no funding is being recommended due to the 60% maximum funding limit for shelter activity. The Salvation Army's grant application requested 100% funding, \$156,449, for shelter activities. After awarding the first and second place ranked programs, the amount of funding remaining available for shelter is only \$33,014. CA-ESG requires a minimum of 40% of funding be used for Rapid Rehousing and Homeless Prevention (RRH/HP) activities. The Salvation Army does not provide such services and Family Promise proposes only the use of \$27,550, 9% of the total CA-ESG funding, for such services. In order to meet the CA-ESG program requirements for RRH/HP activities, CHSS the fourth place ranked applicant is being recommended for funding, which will utilize 100% of the awarded funding for such activities.

As active participants of the County's Coordinated Entry System, the three agencies being recommended for funding will continue to conduct Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) assessments to clients. VI-SPDAT is the result of a combination of two tools: the Vulnerability Index (VI) a survey for use in determining the chronicity and medical vulnerability of homeless persons and the Service Prioritization Decision Assistance Tool (SPDAT) created as an intake and case management tool.

Homeless Management Information System (HMIS)

The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 requires that all communities have an HMIS with the capacity to collect

unduplicated counts of individuals and families experiencing homelessness. A HMIS system assists a community to be able to collect information from projects serving homeless families and individuals to use as part of their needs analyses and to establish funding priorities. It is a federal requirement for any organization that receives ESG or CoC funding to have their client information collected and entered into a HMIS system. HCD allows the AE to distribute the allowed amount for HMIS activities amongst the recommended grant applicants. Up to 10% of CA-ESG funds, \$28,137, are allowed for HMIS that includes coordinated entry activities. The funding recommendation divides HMIS funding equally amongst the three agencies recommended for funding.

The funding proposed in Attachment 1 will be adjusted proportionately based on the final CA-ESG funding award. If any of the recommended agencies are determined to be ineligible or unable to perform as proposed, funding will shift to the other agency, provided the agency can demonstrate capacity for the timely expenditure of funds.

An AE Award Recommendation Package must be submitted to HCD by August 7, 2018, in order for the AE to remain eligible for final awarding of the CA-ESG funding. The Package consists of the following.

- A ranking list of CA-ESG Program applicants for Fiscal Year 2018-2019 (Attachment 1)
- An authorizing resolution (Attachment 2)
- A Selection Process Certification Letter (Attachment 3)

The Selection Process Certification Letter describes the AE's process for awarding funding and serves to certify that the awarding process has met the following CA-ESG requirements:

- A fair and open competition which avoids conflicts of interest;
- Procurement requirements of 24 CFR (Code of Federal Regulations) Part 84;
- Evaluation of provider capacity and experience (including the ability to deliver services in non-entitlement areas);
- Evaluation of eligibility and quality of services (including adherence to Core Practices pursuant to Section 8409 of HCD's ESG Program regulations);
- Utilization of data and consideration of community input to identify unmet needs;
- Prioritization of activities that addressed the highest unmet need, consideration of other available funding, and system-wide performance measures;
- Consideration of project-level performance measures when evaluating proposals; and
- Collaboration with the Continuum of Care.

In addition, the County will be required to enter into an AE Standard Agreement (SA) with HCD prior to release of funds. As of this date, HCD has not released the AE SA. The AE SA for the administration of the funds will be released after the AE Award Recommendation Package is received and approved by HCD. This item authorizes the Director of Planning and Community Development to execute the AE SA.

POLICY ISSUE:

CA-ESG Program funding will serve to provide needed housing and services to homeless individuals and families throughout Stanislaus County, consistent with the County’s Focus on Prevention efforts and the individual Housing Element General Plan policies of Stanislaus County and the nine cities within the County.

CA-ESG Program funding may be applied across jurisdictional boundaries; however, as the Administrative Entity entering into a Standard Agreement with California Department of Housing and Community Development (HCD), Stanislaus County will be accountable for the financial and operational administration of CA-ESG Program funds in conformance with HCD and Housing and Urban Development (HUD) regulations.

FISCAL IMPACT:

California Department of Housing and Community Development (HCD) provides Emergency Solutions Grants (ESG) Program award funds on a reimbursement basis for ESG Program claimed eligible costs up to \$289,501 for Fiscal Year 2018-2019. The funds include \$8,129 as an administrative allowance with a balance of \$281,372 to be reimbursed for eligible services. Administrative costs not covered by the administrative allowance will be funded by available Community Development Block Grant (CDBG) administrative funds or other department special revenues eligible for use. The Fiscal Year 2018-2019 CA-ESG funding is available for use through June 30, 2020. Appropriations and estimated revenue have been included as part of the 2018-2020 Recommended Proposed Budget.

BOARD OF SUPERVISORS’ PRIORITY:

Approval of this action supports the Board’s priorities of *Supporting Strong & Safe Neighborhoods, Supporting Community Health, and Delivering Efficient Public Services and Community Infrastructure* through the allocation of funds necessary to implement needed programs and projects.

STAFFING IMPACT:

Additional administrative duties will be assumed by existing Planning and Community Development staff.

CONTACT PERSON:

Angela Freitas, Planning & Community
Development Director

Telephone (209) 525-6330

ATTACHMENT(S):

1. FY 2018 Ranking List of CA-ESG Funding Recommendations
2. Authorizing CA-ESG Resolution to HCD
3. FY 2018 CA-ESG Selection Process Certification Letter

Fiscal Year 2018-2019 Ranking List of California Emergency Solutions Grant (CA-ESG) Program Funding Recommendations

Ranking Score No.	Agency	Program	Score	Requested	Recommended Award*	Breakdown	Shelter	Homeless Prevention /Rapid Re-Housing (HP/RRH)	Homeless Management Information System (HMIS)	Administration (Admin)
N/A	Stanislaus County	Administration	N/A	N/A	\$ 8,129		\$ -	\$ -	\$ -	\$ 8,129
1	Family Promise of Greater Modesto	New Beginnings - Shelter to Solutions Program	129.36	65,000	101,928		65,000	27,549	9,379	-
2	We Care Program- Turlock	Emergency Shelter Program	125.18	330,000	85,065		75,686	-	9,379	-
4	The Salvation Army	Emergency Shelter Program	116.27	156,449	-		-	-	-	-
3	Community Housing and Shelter Services	Rapid Re-Housing Program	111.64	85,000	94,379		-	85,000	9,379	-
				\$ 571,449	\$ 289,501	\$ 140,686	\$ 112,549	\$ 28,137	\$ 8,129	

*Final Award pending Board of Supervisors and HCD approval

2018 Estimates as of 6/8/2018	Estimated Award \$289,501		MAX/MIN Allowed Amounts	Activities
	\$ 8,129	\$ 8,129	Admin	HCD allowed 2.7% maximum limit
	112,549	112,549	HP/RRH	40% minimum limit of activity balance not including Admin; no maximum
	140,686	168,823	Shelter	60% maximum limit of activity balance not including Admin; no minimum
	28,137	28,137	HMIS	10% maximum limit of total allocation not including Admin; no minimum
	\$ 289,501			

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: July 31, 2018

2018-0403

On motion of Supervisor Monteith Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # 6.D.1

**RESOLUTION APPROVING THE SUBMITTAL OF AN ADMINISTRATIVE ENTITY (AE) AWARD
RECOMMENDATION PACKAGE FOR FISCAL YEAR 2018-2019 TO THE STATE OF CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") for the Continuum of Care Allocation dated June 8, 2018 under the Emergency Solutions Grants (ESG) Program; and

WHEREAS Applicant is an approved state ESG Administrative Entity; and

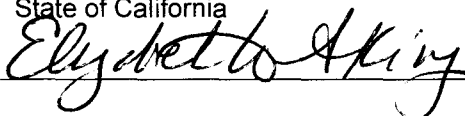
WHEREAS the Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients.

NOW, THEREFORE, BE IT RESOLVED BY THE STANISLAUS COUNTY BOARD OF SUPERVISORS THAT:

1. If Applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive an ESG grant, in an amount not to exceed \$600,000 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the ESG funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between Applicant and the Department.

4. Angela Freitas, Director of Planning and Community Development is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

ATTEST: ELIZABETH A. KING, Clerk
Stanislaus County Board of Supervisors,
State of California



File No.



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

July 31, 2018

Ben Metcalf
Director - HCD
Emergency Solutions Grants Program
Community Development
Division of Financial Assistance
P.O. Box 952054
Sacramento, CA 94252-2054

Re: Fiscal Year 2018 CA-ESG Selection Process Certification Letter

Dear Mr. Metcalf:

Stanislaus County has been working in collaboration with the Stanislaus Community System of Care (CoC), federally recognized as the local Continuum of Care for over 18 years to improve services for the homeless and those at risk of homelessness. As an Administrative Entity for the California Department of Housing and Community Development's (HCD) Emergency Solutions Grants (ESG) Program we have strengthened this partnership through our commitment of identifying and working together to better serve the residents of the CoC service area which equals all of Stanislaus County. This letter is to explain the County's grant process and certify that we have met the HCD-ESG Program requirements in awarding the recommended sub-grantees as per State ESG Program regulation section 8403(g).

In November 2017, Stanislaus County released the County's 2018 Notice of Funding Availability (NOFA) for Community Development Block Grant (CDBG) and ESG Program funds. The NOFA was distributed to all agencies that participate in the CoC, previous and present County CDBG and ESG applicants, participating agencies and individuals in the County's Focus on Prevention Initiative and its action councils. Grant applications were made available in a Grant Technical Workshop, which was held on November 15, 2017.

An invitation was sent to all city managers and their housing staff in the CoC service area to participate in the grant evaluation process. Applications received were reviewed and scored by the Grant Review Panel consisting of representatives from the each city of the CoC service area, a representative from

HCD-ESG Selection Process Certification Letter

July 31, 2018

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Stanislaus County, and a member of the CoC. All grant applicants were required to make a 15 minute presentation to the Grant Review Panel regarding their proposed program on January 10, 2018. Panel members were allowed to ask questions related to the grant applications and were provided with scoring criteria and scoring sheets for each grant application. The grant review panel was asked to evaluate the applicant's capacity and experience, including the ability to deliver services in non-entitlement areas. Each applicant was evaluated on their capacity in operating a program, the quality of services they provide to the community and the adherence to the Core Practices pursuant to section 8409 of the state ESG regulations.

Scoring results and comments were collected by program staff at the end of the grant review panel presentations and tallied. Funding recommendations were made based on the ranking scores for each of the individual application (highest to lowest) and funding availability per eligible program activity. Prioritization of the highest unmet need, consideration of other available funding, and system-wide performance measures were part of the scoring criteria that the Grant Review Panel utilized. On June 8, 2018, County staff received confirmation on updated ESG allocation estimates and made adjustments to the funding recommendations based on the updated allocation amount of \$289,501. The top scoring applications were then presented to the Stanislaus County Board of Supervisors for approval on July 31, 2018.

As the AE for the HCD-ESG Program funds, Stanislaus County can certify that we have complied with the state regulations for the program. Prior to being designated as the AE the County utilized data from the recently adopted Regional Consolidated Plan (Fiscal Year 2015-2020) and community input from the CoC and community meetings to identify service gaps and community needs. A fair and open competitive grant application process was conducted for the HCD-ESG Program funds in collaboration with the Stanislaus CoC.

Sincerely,

Angela Freitas
Director of Planning & Community Development

Enclosures: Scoring Criteria
 Scoring Worksheet

cc: Janette Schakke, HCD NOFA Representative via email
 Connie Malavia, HCD NOFA Representative via email

ATTACHMENT 3

EMERGENCY SOLUTIONS GRANTS PROGRAM (CA-ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, (hereinafter referred to as "County") and WE CARE PROGRAM-TURLOCK (hereinafter referred to as "Organization") on March 15, 2019.

WITNESSETH

WHEREAS, County has received an Emergency Solutions Grants Program ("CA-ESG") funding allocation from the California Department of Housing and Community Development ("HCD") pursuant to the provisions of subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CFR Part 576, (Federal Regulations), 25 California Code of Regulations (CCR), Section 8400 et seq. (State Regulations); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution No. 2018-0403, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an CA-ESG; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the CA-ESG;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE

1.1 **General Scope.** Organization shall provide services under its We Care Program Emergency Shelter Program, as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on March 15, 2019 and end on June 30, 2020 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$85,065.00 in CA-ESG Fiscal Year 2018-2019 grant funds, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget" and Exhibit C "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Monthly Draws.** Organization shall submit a monthly grant fund draw request. Monthly request shall be submitted on or before the last day of the month and the final monthly draw requests shall be received before June 30, 2020.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" in addition to a Cost Verification Form "CVF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF, an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Budget" and Exhibit C "Scope of Work". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope and shall be subject to prior-approval by HCD. Proposed changes must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8405 and 8409.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

2.5 **Reallocation of Grant Funds.** If by December 30, 2019 the organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

2.6 **Salaries.** Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within CA-ESG, may be dispersed upon request provided: (1) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (2) All

financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.9 **Payment to Subcontractors and Suppliers.** Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), as amended by the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs, and other regulations governing the Emergency Solutions Grants Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the program regulations).

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CA-ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

3.3 **Ineligible Uses of Funds.** The following uses are not eligible for CA-ESG funds: (1) Funds issued directly to program participants. All CA-ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers are not allowed to be provided to program participants, unless authorized by County's Planning and Community Development Department Program Manager in writing prior to expense; (3) CA-ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing; (4) Retirement Benefits, overtime, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever are not eligible for reimbursement with CA-ESG funds. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed

authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 **Program Income.** Program income shall be handled in the manner described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Any program income derived from the project, if any, shall be redistributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CA-ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-Housing Program (HPRP) participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 **Reversion of Assets.** Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to CA-ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with CA-ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into CA-ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible

immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus County Areas. Program participants must have a current or previous address (within the last 90 days) within Stanislaus County. These areas include the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be County residents.

4.5 Coordinated Entry. As per 24 CFR 578.7 (a)(8) CA-ESG Grantees must actively participate in the development and use of a centralized or coordinated assessment system as established by the County and the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSOC), to meet with the minimum requirements as established by HUD. CA-ESG Grantees participation must also be in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

4.6 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.7 Program Participant Responsibilities. Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC identified barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant’s debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client’s Housing Plan and signed by the client.

4.8 Collaboration, Coordination and Resource and Referral Services. Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the CoC meetings are required. Levels of participation may be part of future funding considerations.

4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the CoC and coordinating and integrating ESG and CA-ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The recipient must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff by all projects of the recipient and its sub-recipients.

4.10 **HMIS Sub-committee.** All CA-ESG grantees must attend the HMIS Sub-committee meetings, which meets monthly. CA-ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

5. RESTRICTIONS RELATED TO RENTAL UNITS

5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the CA-ESG program.

5.2 **Habitability Standards.** Units receiving CA-ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with CA-ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. CA-ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. CA-ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$64.00, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving CA-ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive CA-ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving CA-ESG funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of CA-ESG funds to the appropriate third party.

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving CA-ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with CA-ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where CA-ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with CA-ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grants (CA-ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

6.5 **Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grants (CA-ESG) funding or services and provides shelter to families with children under age 18.

6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the CA-ESG assistance is provided, without

regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of Title 24 that apply to activities under the Program.

6.8 Clean Air Act and Federal Water Pollution Control Act. Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

7.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

7.2 Monthly/Closeout Reports. Organization agrees to submit monthly program status reports to County, in conformance with the requirements of CA-ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CA-ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 HUD and HCD Sponsored Research. Upon request, Organization shall participate in HUD and/or HCD sponsored research and evaluation of the CA-ESG programs during or after the completion of the funded program.

7.4 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

7.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CA-ESG funds in the quarterly report to be provided to County.

7.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the

option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HCD, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County, HCD, and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 Privacy Procedures. The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

7.8 Audit Provision. Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of CA-ESG Grant Funds for Fiscal Years **2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

7.9 HMIS. Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 Monitoring. An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HCD and HUD in ESG and CA-ESG programs. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the CA-ESG award to the County and may be prohibited from any further participation in the ESG/CA-ESG programs. As requested by the County the Organization shall submit to the County all CA-ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with Federal and State ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 General Uniform Administrative Requirements. Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CA-ESG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CA-ESG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

9.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

9.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

9.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10. NONDISCRIMINATION & EQUAL OPPORTUNITY

10.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 **Equal Participation of Religious Organizations.** Under 24 CFR Section 576.406 (Federal Regulations) and CCR 8406 (b) (2) (State Regulations) ESG/CA-ESG funded religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG/CA-ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG/CA-ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG/CA-ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG/CA-ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms

in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 **HUD Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

10.4 **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

11. CONFLICTS OF INTEREST

11.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CA-ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

13. **WAIVER OF DEFAULT**

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

14. **DRUG-FREE WORK PLACE**

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

15. **NOTICE**

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. **ENVIRONMENTAL LAW COMPLIANCE**

16.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

17. TERMINATION OF SERVICES & REVERSION OF ASSETS

17.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (CA-ESG and ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

17.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CA-ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CA-ESG funds.

17.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by the HCD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or those of the State of California or of any agency, department, or any political subdivision of the federal or the State of California government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to HCD for the Program, this Agreement shall be amended to reflect any reduction of funds.

17.4 Insolvency. If the Organization becomes insolvent, all unused CA-ESG funds shall be returned to the County for disposition.

18. **ENTIRE AGREEMENT**

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. **ADVICE OF ATTORNEY**

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

20. **GENERAL TERMS AND CONDITIONS**

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

20.3 **Collaboration, Coordination and Resource and Referral Services.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the local Continuum of Care (CoC) meetings are required. Levels of participation may be part of future funding considerations.

20.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

20.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be

performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

20.6 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

20.7 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20.8 Integration. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 20.5 or 20.6.

20.9 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: We Care Program-Turlock
Attention: Executive Director
P.O. Box 1291
Turlock, CA 95381

20.10 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

20.11 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to day representative for administration of the Agreement, and except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors may also perform any and all acts which could be performed by the contract manager under the Agreement.

20.12 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.


20.13 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

--Signatures on following page --

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

WE CARE PROGRAM-TURLOCK

By: 

By: 

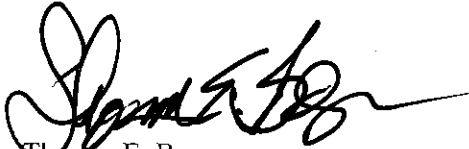
Angela Freitas, Director
Planning and Community Development

Maris Sturtevant
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze
County Counsel

EXHIBIT A
CA-ESG BUDGET
FY 2018-2019



Agency: WE CARE
Project: Emergency Shelter

Numbers Served: Revised Numbers Served: 260
BUDGET AND PROGRAM OBJECTIVE: _____

EMERGENCY SHELTER*		
Essential Services	Requested	Approved
Salaries- Case Management	\$50,000.00	\$0.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$4,000.00	\$0.00
Transportation	\$0.00	\$0.00
Motel Expenses	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$54,000.00	\$0.00

Operational Costs		
Rent:	\$15,000.00	\$0.00
Utilities	\$3,688.00	\$0.00
Maintenance or Security (specify: Security & Maintenance)	\$3,000.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$21,688.00	\$0.00

HOMELESS PREVENTION (Not Eligible for FY 18-19)		
Essential Services	Requested	Approved
Salaries	\$0.00	\$0.00
Salaries- Case Management	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Financial Assistance Costs		
Rental Arrears	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Inspection Costs	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

COMMENTS (STAFF ONLY)		

STREET OUTREACH (Not Eligible for FY 18-19)		
Essential Services	Requested	Approved
Salaries- Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00


RAPID RE-HOUSING*		
Essential Services	Requested	Approved
Salaries- Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

Financial Assistance Costs		
Rental Application Fees (FA)	\$0.00	\$0.00
Security Deposits (FA)	\$0.00	\$0.00
Last Month's Rent (FA)	\$0.00	\$0.00
Utility Deposits	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Moving Costs (FA)	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Inspection Costs	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

HMIS*		
Essential Services	Requested	Approved
Salaries- Data Entry Only	\$9,379.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Supplies, Hardware, Software, Training, Licenses	\$0.00	\$0.00
Subtotal:	\$9,379.00	\$0.00

* Based on Approved Agreement Budget Categories

	REQUESTED	APPROVED
TOTAL:	\$85,065.00	\$0.00

TO BE COMPLETED BY COMMUNITY DEVELOPMENT STAFF
Staff Recommendation Approve or Deny
 4/26/19
Signature of Stanislaus County CD Program Manager Date

 4-25-19
Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Maïis Sturtevant Date: 5-7-19

Signature: Maïis Sturtevant Date: 5-7-19

Vendor Name: WE CARE PROGRAM CA - ESG 2018-19

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Karen Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County
California Emergency Solutions Grants (CA-ESG) Program
Fiscal Year 2018-2019

A. PROJECT SUMMARY

A-1 Project Title: We Care Program Emergency Shelter Program

Total Amount Awarded (should match Budget "Exhibit A"): \$ 85,065.00

Shelter \$ 75,686.00 HMIS \$ 9,379.00

A-2 Legal Name of Agency Requesting Funding: We Care Program- Turlock

DBA: We Care Program- Turlock

Agency Address: 221 S. Broadway, Turlock, CA 95380

Phone: 209-664-2003 Fax: 209-226-1255

Incorporated Year: 2003 501(c)(3) Tax ID number: 20-1843967

DUNS Number (9 digit No.): 179569772

A-3 Contact Name: Maris Sturtevant Title: Executive Director

Contact Address (if different than above): P.O. Box 1291, Turlock, CA 95381

Contact e-mail address: maris@wecareturlock.org

Contact Phone: 209-484-1768 Fax: 209-226-1255

A-4 Agency Type (check all that apply):

Non-Profit Government Faith-Based Education

A-5 Number of unduplicated persons and households you anticipate serving for this project: (I) 670 (H) 670

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

Total number of shelter nights provided, the number of men that transition into a Rapid Re-Housing or Permanent Housing Program, and the number of individuals receiving assistance the shelter case manager.

A-7 Summarized Project Description

The We Care Program (WCP) will extend the service of the shelter of the shelter from 10 months to year around. Funds will be utilized for shelter operations, case management, Homeless Management Information System (HMIS)/Coordinated Entry System (CES) data entry. The shelter provides a safe and stable environment for individuals who would otherwise be sleeping on the street in places not meant for human habitation. The shelter has the capacity to shelter 49 homeless individuals a night. Meals are provided nightly by over 50 local churches, civic organizations, local business and individual families.

EXHIBIT D

Personnel Information

Project: We Care Program Emergency Shelter

Agency: We Care Program - Turlock

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CA-ESG Funds (per month)
Grant Administrator	Admin Support	\$19.90	89	\$1,771.10	\$0.00
Shelter Manager	Direct Service	\$12.00	120	\$1,440.00	\$0.00
Shelter Supervisor	Direct Service	\$11.50	140	\$1,610.00	\$0.00
Shelter Supervisor	Direct Service	\$11.25	148	\$1,665.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	128	\$1,408.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	96	\$1,056.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	110	\$1,210.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	84	\$924.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	152	\$1,672.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	70	\$770.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	112	\$1,232.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	35	\$385.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	70	\$770.00	\$0.00
Shelter Attendant	Direct Service	\$11.00	80	\$880.00	\$0.00
Case Manager	Direct Service	\$14.20	30	\$426.00	\$0.00
HMIS Data Entry	Admin Support	\$11.00	30	\$330.00	\$0.00
Greeter	Volunteer	\$0.00	56	\$0.00	\$0.00
Dinner Server	Volunteer	\$0.00	56	\$0.00	\$0.00
Dinner Server	Volunteer	\$0.00	56	\$0.00	\$0.00
Dinner Server	Volunteer	\$0.00	56	\$0.00	\$0.00
Dinner Server	Volunteer	\$0.00	56	\$0.00	\$0.00
Dinner Server	Volunteer	\$0.00	56	\$0.00	\$0.00
Monthly Totals:				\$17,549.10	\$0.00

Program Totals:	\$210,589.20	\$0.00
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CALIFORNIA EMERGENCY SOLUTIONS GRANTS PROGRAM (CA-ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, (hereinafter referred to as "County") and **GREATER MODESTO INTERFAITH HOSPITALITY NETWORK (FAMILY PROMISE)** (hereinafter referred to as "Organization") on **September 27, 2019**.

WITNESSETH

WHEREAS, County has received an Emergency Solutions Grants Program ("CA-ESG") funding allocation from the California Department of Housing and Community Development ("HCD") pursuant to the provisions of subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CFR Part 576, (Federal Regulations), 25 California Code of Regulations (CCR), Section 8400 et seq. (State Regulations); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2018-0403**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an CA-ESG; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the CA-ESG;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE

1.1 **General Scope.** Organization shall provide services under its **New Beginnings- Shelter to Solutions Program**, as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on **September 27, 2019** and end on **February 12, 2021** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of **\$101,928.00** in CA-ESG Fiscal Year 2018-2019 grant funds, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget" and Exhibit C "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Monthly Draws.** Organization shall submit a monthly grant fund draw request. Monthly request shall be submitted on or before the last day of the month and the final monthly draw requests shall be received before **February 12, 2021**.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds “RFF” in addition to a Cost Verification Form “CVF” specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF, an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope and shall be subject to prior approval by HCD. Proposed changes must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8405 and 8409.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

2.5 **Reallocation of Grant Funds.** If by October 30, 2020 the organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

2.6 **Salaries.** Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within CA-ESG, may be dispersed upon request provided: (1) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (2) All

financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.9 **Payment to Subcontractors and Suppliers.** Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), as amended by the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs, and other regulations governing the Emergency Solutions Grants Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the program regulations).

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CA-ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

3.3 **Ineligible Uses of Funds.** The following uses are not eligible for CA-ESG funds: (1) Funds issued directly to program participants. All CA-ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers are not allowed to be provided to program participants, unless authorized by County's Planning and Community Development Department Program Manager in writing prior to expense; (3) CA-ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing; (4) Retirement Benefits, overtime, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever are not eligible for reimbursement with CA-ESG funds. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed

authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 Program Income. Program income shall be handled in the manner described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Any program income derived from the project, if any, shall be redistributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CA-ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

3.5 Limit on Length of Assistance. If the specified activity is approved by the County the following terms apply: (1) Homeless Prevention and Rapid Re-Housing Program (HPRP) participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 Reversion of Assets. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to CA-ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with CA-ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into CA-ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.3 Prorating Assistance. When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have

eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus County Areas. Program participants must have a current or previous address (within the last 90 days) within Stanislaus County. These areas include the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be County residents.

4.5 Coordinated Entry. As per 24 CFR 578.7 (a)(8) CA-ESG Grantees must actively participate in the development and use of a centralized or coordinated assessment system as established by the County and the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSOC), to meet with the minimum requirements as established by HUD. CA-ESG Grantees participation must also be in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

4.6 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.7 Program Participant Responsibilities. Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC identified barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant’s debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client’s Housing Plan and signed by the client.

4.8 Collaboration, Coordination and Resource and Referral Services. Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the CoC meetings are required. Levels of participation may be part of future funding considerations.

4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the CoC and coordinating and integrating ESG and CA-ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The recipient must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff by all projects of the recipient and its sub-recipients.

4.10 **HMIS Sub-committee.** All CA-ESG grantees must attend the HMIS Sub-committee meetings, which meets monthly. CA-ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

5. RESTRICTIONS RELATED TO RENTAL UNITS

5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the CA-ESG program.

5.2 **Habitability Standards.** Units receiving CA-ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with CA-ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. CA-ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. CA-ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$64.00, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving CA-ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive CA-ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving CA-ESG funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of CA-ESG funds to the appropriate third party.

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving CA-ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with CA-ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where CA-ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with CA-ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grants (CA-ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

6.5 **Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grants (CA-ESG) funding or services and provides shelter to families with children under age 18.

6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the CA-ESG assistance is provided, without

regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of Title 24 that apply to activities under the Program.

6.8 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

7.2 **Monthly/Closeout Reports.** Organization agrees to submit monthly program status reports to County, in conformance with the requirements of CA-ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CA-ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 **HUD and HCD Sponsored Research.** Upon request, Organization shall participate in HUD and/or HCD sponsored research and evaluation of the CA-ESG programs during or after the completion of the funded program.

7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CA-ESG funds in the quarterly report to be provided to County.

7.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the

option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HCD, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County, HCD, and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 Privacy Procedures. The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

7.8 Audit Provision. Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of CA-ESG Grant Funds for Fiscal Years **2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

7.9 HMIS. Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 Monitoring. An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HCD and HUD in ESG and CA-ESG programs. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the CA-ESG award to the County and may be prohibited from any further participation in the ESG/CA-ESG programs. As requested by the County the Organization shall submit to the County all CA-ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with Federal and State ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 General Uniform Administrative Requirements. Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CA-ESG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CA-ESG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

9.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

9.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

9.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10. NONDISCRIMINATION & EQUAL OPPORTUNITY

10.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization’s delivery of services.

(1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County’s nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 Equal Participation of Religious Organizations. Under 24 CFR Section 576.406 (Federal Regulations) and CCR 8406 (b) (2) (State Regulations) ESG/CA-ESG funded religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG/CA-ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG/CA-ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG/CA-ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG/CA-ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its

organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.5 Labor Standards. Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

10.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

10.7 Eligibility Restrictions. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

11. CONFLICTS OF INTEREST

11.1 Hatch Act Incorporated. Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2 Conflict of Interest. Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CA-ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

13. **WAIVER OF DEFAULT**

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

14. **DRUG-FREE WORK PLACE**

Organization will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

15. **NOTICE**

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. **ENVIRONMENTAL LAW COMPLIANCE**

16.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

17. TERMINATION OF SERVICES & REVERSION OF ASSETS

17.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (CA-ESG and ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

17.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CA-ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CA-ESG funds.

17.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by the HCD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or those of the State of California or of any agency, department, or any political subdivision of the federal or the State of California government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to HCD for the Program, this Agreement shall be amended to reflect any reduction of funds.

17.4 Insolvency. If the Organization becomes insolvent, all unused CA-ESG funds shall be returned to the County for disposition.

18. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

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

20. GENERAL TERMS AND CONDITIONS

20.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

20.3 Collaboration, Coordination and Resource and Referral Services. Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the local Continuum of Care (CoC) meetings are required. Levels of participation may be part of future funding considerations.

20.4 Assignment. County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

20.5 Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by

the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

20.6 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

20.7 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20.8 Integration. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 20.5 or 20.6.

20.9 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: Greater Modesto Interfaith Hospitality Network (Family Promise)
Attention: Tamra Losinski, Executive Director
2301 Woodland Avenue #8
Modesto, CA 95358

20.10 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

20.11 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to day representative for administration of the Agreement, and except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors may also perform any and all acts which could be performed by the contract manager under the Agreement.

20.12 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.


20.13 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

**GREATER MODESTO INTERFAITH
HOSPITALITY NETWORK (FAMILY
PROMISE)**

By: 

By: 

Angela Freitas, Director
Planning and Community Development

Tamra Losinski
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel



Robert J. Taro
Assistant County Counsel

CA-ESG BUDGET
FY 2018-2019

EXHIBIT A



Agency: GREATER MODESTO INTERFAITH HOSPITALITY NETWORK - Family Pro
Project: New Beginnings - CA ESG

Numbers Served: Revised Numbers Served: 60
BUDGET AND PROGRAM OBJECTIVE:

EMERGENCY SHELTER*		
Essential Services	Requested	Approved
Salaries- Case Management	\$20,000.00	\$20,000.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$4,000.00	\$4,000.00
Transportation	\$0.00	\$0.00
Motel Expenses	\$12,500.00	\$12,500.00
Other (specify: <u>Shelter Services</u>)	\$12,500.00	\$12,500.00
Other (specify: <u>Admin</u>)	\$7,500.00	\$7,500.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Subtotal:	\$56,500.00	\$56,500.00

Operational Costs		
Rent:	\$8,000.00	\$8,000.00
Utilities	\$0.00	\$0.00
Maintenance or Security (specify <u> </u>)	\$0.00	\$0.00
Other (specify: <u>Office Supplies</u>)	\$500.00	\$500.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Subtotal:	\$8,500.00	\$8,500.00

HOMELESS PREVENTION (Not Eligible for FY 18-19)		
Essential Services	Requested	Awarded
Salaries	\$0.00	\$0.00
Salaries- Case Management	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

Financial Assistance Costs		
Rental Arrears	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Inspection Costs	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

STREET OUTREACH (Not Eligible for FY 18-19)		
Essential Services	Requested	Awarded
Salaries- Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

RAPID RE-HOUSING*		
Essential Services	Requested	Awarded
Salaries- Case Management	\$6,000.00	\$6,000.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$1,200.00	\$1,200.00
Transportation	\$0.00	\$0.00
Other (specify: <u>Admin</u>)	\$2,500.00	\$2,500.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Subtotal:	\$9,700.00	\$9,700.00

Financial Assistance Costs		
Rental Application Fees (FA)	\$0.00	\$0.00
Security Deposits (FA)	\$3,849.00	\$3,849.00
Last Month's Rent (FA)	\$0.00	\$0.00
Utility Deposits	\$1,500.00	\$1,500.00
Utility Payments	\$0.00	\$0.00
Moving Costs (FA)	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$10,500.00	\$10,500.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Inspection Costs	\$2,000.00	\$2,000.00
Other (specify: <u>Participation Fees</u>)	\$0.00	\$0.00
Other (specify: <u>Shelter Support Services</u>)	\$0.00	\$0.00
Other (specify: <u> </u>)	\$0.00	\$0.00
Subtotal:	\$17,849.00	\$17,849.00

HMIS*		
Essential Services	Requested	Awarded
Salaries- Data Entry Only	\$7,000.00	\$7,000.00
Benefits/Taxes (capped at 20% of salary)	\$1,400.00	\$1,400.00
Supplies, Hardware, Software, Training, Licenses	\$979.00	\$979.00
Subtotal:	\$9,379.00	\$9,379.00

* Based on Approved Agreement Budget Categories

TO BE COMPLETED BY COMMUNITY DEVELOPMENT STAFF	
Staff Recommendation	<input checked="" type="checkbox"/> Approve or <input type="checkbox"/> Deny
Signature of Stanislaus County CD Program Manager	Date <u>11/15/2019</u>

	REQUESTED	AWARDED
TOTAL:	\$101,928.00	\$101,928.00

[Signature] 11/25/19
Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5)** years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Tamra Kosinski Date: 11/25/19

Signature: Tamra Kosinski Date: _____

Vendor Name: Greater Modesto Interfaith Hospitality Network - Family Promise CA-ESG 2018

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: 6/9/19



EXHIBIT C SCOPE OF WORK

Stanislaus County
California Emergency Solutions Grants (CA-ESG) Program
Fiscal Year 2018-2019

A. PROJECT SUMMARY

A-1 Project Title: New Beginnings-Shelter to Solutions Program

Total Amount Awarded (should match Budget "Exhibit A"): \$ 101,928.00

Shelter \$ 65,000.00 Rapd Re Housing \$ 27,549.00 HMIS \$ 9,379.00

A-2 Legal Name of Agency Requesting Funding: Greater Modesto Interfaith Hospitality Network

DBA: Greater Modesto Interfaith Hospitality Network

Agency Address: 2301 Woodland Avenue, Modesto, CA 95354

Phone: 209-549-9454 Fax: 209-549-9484

Incorporated Year: 2003 501(c)(3) Tax ID number: 71-0936185

DUNS Number (9 digit No.): 023267225

A-3 Contact Name: Tamra Losinski Title: Executive Director

Contact Address (if different than above): 2301 Woodland Avenue, Modesto, CA 95354

Contact e-mail address: director@modestofamilypromise.org

Contact Phone: 209-549-9454 Fax: 209-549-9484

A-4 Agency Type (check all that apply):

Non-Profit Government Faith-Based Education

A-5 Number of unduplicated persons and households you anticipate serving for this project:(I) 60 (H) 15

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

Gap Support Services – 60 individuals/15 Families Intensive Case Management – 2 Families
Families to Transitional/Permanent Housing – 2 Families Security/Utility Deposit Assistance – 2 Households
Short to Medium Term Rental assistance – 2 Households

A-7 Summarized Project Description

Family Promise proposes to provide gap support services in response to a need for trauma informed case management. Services will be made available to participants in Emergency Shelter or RRH programs. Family Promise will provide alternate shelter (motels) to lower barriers for families who do not meet qualifications for our network and have no other shelter options.

- Emergency Shelter: Lodging and meals, day center (shower and laundry facilities); housing stabilization case management, financial and credit education; transportation services. Trauma informed support services to improve life skills, counseling. Motel stays for families when no other shelter options are available.
- Rapid Re-Housing: Housing stabilization case management; financial, credit and tenant education; housing search transportation; mediation and legal services; deposits and short to medium-term rental assistance.

EXHIBIT D

Personnel Information

Project: New Beginings: CA ESG

Agency: Greater Modesto Interfaith Hospitality Network

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CA-ESG Funds (per month)
Executive Director	Administration	\$27.00	10	\$270.00	\$270.00
Case Manager I	Direct Service	\$16.00	173.33	\$2,773.28	\$2,773.00
Case Manager II	Direct Service	\$18.00	173.33	\$3,119.94	\$3,119.00
					\$0.00
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					\$0.00
Monthly Totals:				\$6,163.22	\$6,162.00

Program Totals: **\$73,958.64** **\$73,944.00**

(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CALIFORNIA EMERGENCY SOLUTIONS GRANTS PROGRAM (CA-ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, (hereinafter referred to as "County") and **COMMUNITY HOUSING AND SHELTER SERVICES** (hereinafter referred to as "Organization") on **September 27, 2019**.

WITNESSETH

WHEREAS, County has received an Emergency Solutions Grants Program ("CA-ESG") funding allocation from the California Department of Housing and Community Development ("HCD") pursuant to the provisions of subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CFR Part 576, (Federal Regulations), 25 California Code of Regulations (CCR), Section 8400 et seq. (State Regulations); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2018-0403**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an CA-ESG; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the CA-ESG;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICE**

1.1 **General Scope.** Organization shall provide services under its **Rapid Re-Housing Program**, as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on **September 27, 2019** and end on **February 12, 2021** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. **COMPENSATION**

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of **\$94,379.00** in CA-ESG Fiscal Year 2018-2019 grant funds, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget" and Exhibit C "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Monthly Draws.** Organization shall submit a monthly grant fund draw request. Monthly request shall be submitted on or before the last day of the month and the final monthly draw requests shall be received before **February 12, 2021**.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" in addition to a Cost Verification Form "CVF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF, an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Budget" and Exhibit C "Scope of Work". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope and shall be subject to prior approval by HCD. Proposed changes must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8405 and 8409.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

2.5 **Reallocation of Grant Funds.** If by October 30, 2020 the organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

2.6 **Salaries.** Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within CA-ESG, may be dispersed upon request provided: (1) The following verification has been obtained by Organization: (a) Verification that the program participant has been income-qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (2) All

financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

2.8 Match Funding. The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. USE OF FUNDS.

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), as amended by the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs, and other regulations governing the Emergency Solutions Grants Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the program regulations).

3.2 Compliance with Local Code. Organization agrees to implement all activities supported with CA-ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

3.3 Ineligible Uses of Funds. The following uses are not eligible for CA-ESG funds: (1) Funds issued directly to program participants. All CA-ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers are not allowed to be provided to program participants, unless authorized by County's Planning and Community Development Department Program Manager in writing prior to expense; (3) CA-ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing; (4) Retirement Benefits, overtime, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever are not eligible for reimbursement with CA-ESG funds. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed

authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 Program Income. Program income shall be handled in the manner described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CA-ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

3.5 Limit on Length of Assistance. If the specified activity is approved by the County the following terms apply: (1) Homeless Prevention and Rapid Re-Housing Program (HPRP) participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 Reversion of Assets. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to CA-ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with CA-ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into CA-ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.3 Prorating Assistance. When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have

eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus County Areas. Program participants must have a current or previous address (within the last 90 days) within Stanislaus County. These areas include the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be County residents.

4.5 Coordinated Entry. As per 24 CFR 578.7 (a)(8) CA-ESG Grantees must actively participate in the development and use of a centralized or coordinated assessment system as established by the County and the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSOC), to meet with the minimum requirements as established by HUD. CA-ESG Grantees participation must also be in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

4.6 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.7 Program Participant Responsibilities. Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC identified barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant’s debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client’s Housing Plan and signed by the client.

4.8 Collaboration, Coordination and Resource and Referral Services. Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the CoC meetings are required. Levels of participation may be part of future funding considerations.

4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the CoC and coordinating and integrating ESG and CA-ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The recipient must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff by all projects of the recipient and its sub-recipients.

4.10 **HMIS Sub-committee.** All CA-ESG grantees must attend the HMIS Sub-committee meetings, which meets monthly. CA-ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

5. RESTRICTIONS RELATED TO RENTAL UNITS

5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the CA-ESG program.

5.2 **Habitability Standards.** Units receiving CA-ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with CA-ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. CA-ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. CA-ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$64.00, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving CA-ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive CA-ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving CA-ESG funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of CA-ESG funds to the appropriate third party.

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving CA-ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with CA-ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where CA-ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with CA-ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grants (CA-ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

6.5 **Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grants (CA-ESG) funding or services and provides shelter to families with children under age 18.

6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the CA-ESG assistance is provided, without

regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of Title 24 that apply to activities under the Program.

6.8 Clean Air Act and Federal Water Pollution Control Act. Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

7.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

7.2 Monthly/Closeout Reports. Organization agrees to submit monthly program status reports to County, in conformance with the requirements of CA-ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CA-ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 HUD and HCD Sponsored Research. Upon request, Organization shall participate in HUD and/or HCD sponsored research and evaluation of the CA-ESG programs during or after the completion of the funded program.

7.4 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

7.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CA-ESG funds in the quarterly report to be provided to County.

7.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the

option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HCD, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County, HCD, and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 Privacy Procedures. The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

7.8 Audit Provision. Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of CA-ESG Grant Funds for Fiscal Years **2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

7.9 HMIS. Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 Monitoring. An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HCD and HUD in ESG and CA-ESG programs. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the CA-ESG award to the County and may be prohibited from any further participation in the ESG/CA-ESG programs. As requested by the County the Organization shall submit to the County all CA-ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with Federal and State ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 General Uniform Administrative Requirements. Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CA-ESG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CA-ESG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. **HOLD HARMLESS AND INDEMNITY AGREEMENT**

9.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

9.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10. NONDISCRIMINATION & EQUAL OPPORTUNITY

10.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 **Equal Participation of Religious Organizations.** Under 24 CFR Section 576.406 (Federal Regulations) and CCR 8406 (b) (2) (State Regulations) ESG/CA-ESG funded religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG/CA-ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG/CA-ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG/CA-ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG/CA-ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its

organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 **HUD Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

10.4 **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

11. **CONFLICTS OF INTEREST**

11.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CA-ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

13. **WAIVER OF DEFAULT**

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

14. **DRUG-FREE WORK PLACE**

Organization will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

15. **NOTICE**

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. **ENVIRONMENTAL LAW COMPLIANCE**

16.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

17. TERMINATION OF SERVICES & REVERSION OF ASSETS

17.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (CA-ESG and ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

17.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CA-ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CA-ESG funds.

17.3 **Sufficiency of Funds and Termination.** This Agreement is valid and enforceable only if sufficient funds are made available to the County by the HCD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or those of the State of California or of any agency, department, or any political subdivision of the federal or the State of California government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to HCD for the Program, this Agreement shall be amended to reflect any reduction of funds.

17.4 **Insolvency.** If the Organization becomes insolvent, all unused CA-ESG funds shall be returned to the County for disposition.

18. **ENTIRE AGREEMENT**

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. **ADVICE OF ATTORNEY**

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

20. **GENERAL TERMS AND CONDITIONS**

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

20.3 **Collaboration, Coordination and Resource and Referral Services.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the local Continuum of Care (CoC) meetings are required. Levels of participation may be part of future funding considerations.

20.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

20.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by

the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

20.6 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

20.7 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20.8 Integration. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 20.5 or 20.6.

20.9 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: Community Housing and Shelter Services
Attention: Esther Rosas, Executive Director
P.O. Box 881
708 H Street, #B
Modesto, CA 95353

20.10 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

20.11 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to day representative for administration of the Agreement, and except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors may also perform any and all acts which could be performed by the contract manager under the Agreement.

20.12 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

20.13 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

COMMUNITY HOUSING AND SHELTER SERVICES

By: 

By: 

Angela Freitas, Director
Planning and Community Development

Esther Rosas
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel



Robert J. Taro
Assistant County Counsel

CA-ESG BUDGET

FY 2018-2019

EXHIBIT A



Agency: COMMUNITY HOUSING & SHELTER SERVICES
 Project: Coordinated Assessment and Rapid Rehousing

Agreement Dates: 9/2/7/2019 - 2/12/2021 2018 CA-ESG Funds

BUDGET AND PROGRAM OBJECTIVE:

1509 Individuals and 503 Households will receive services from this program through February 12, 2021.

EMERGENCY SHELTER*		
Essential Services	Requested	Awarded
Salaries- Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Motel Expenses	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Operational Costs		
Rent:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Maintenance or Security (specify _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

HOMELESS PREVENTION (Not Eligible for FY 18-19)		
Essential Services	Requested	Awarded
Salaries	\$0.00	\$0.00
Salaries- Case Management	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Financial Assistance Costs		
Rental Arrears	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Inspection Costs	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

STREET OUTREACH (Not Eligible for FY 18-19)		
Essential Services	Requested	Awarded
Salaries- Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

RAPID RE-HOUSING*		
Essential Services	Requested	Awarded
Salaries- Case Management	\$17,806.00	\$17,806.00
Salaries- Case Management HMIS-Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$3,561.00	\$3,561.00
Transportation	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$21,367.00	\$21,367.00

Financial Assistance Costs		
	Requested	Awarded
Rental Application Fees (FA)	\$0.00	\$0.00
Security Deposits (FA)	\$3,105.00	\$3,105.00
Last Month's Rent (FA)	\$0.00	\$0.00
Utility Deposits	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Moving Costs (FA)	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$31,050.00	\$46,150.00
Inspection Costs	\$0.00	\$5,000.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$34,155.00	\$54,255.00

HMIS*		
Essential Services	Requested	Awarded
Salaries- Data Entry Only	\$16,750.00	\$8,500.00
Benefits/Taxes (capped at 20% of salary)	\$3,350.00	\$879.00
Other (specify: Office Lease, Copier)	\$9,378.00	\$9,378.00
Subtotal:	\$29,478.00	\$18,757.00

* Based on Approved Agreement Budget Categories

TO BE COMPLETED BY COMMUNITY DEVELOPMENT STAFF
 Staff Recommendation: Approve or Deny
 Signature of Stanislaus County CD Program Manager _____ Date 11/15/19

	REQUESTED	AWARDED
TOTAL:	\$85,000.00	\$94,379.00

Signature of Project Director or Authorized Person Required _____ Date 11/26/19

EXHIBIT B

Insurance Required for Most Contracts (Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

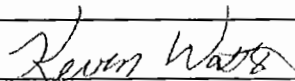
Print Name: Esther Rasae Date: 11/20/19

Signature:  Date: 11/20/19

Vendor Name: Community Housing & Shelter Services CA-ESG 2018

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: 6/9/19

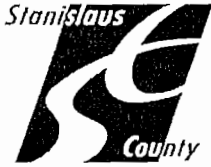


EXHIBIT C

SCOPE OF WORK

Stanislaus County
California Emergency Solutions Grants (CA-ESG) Program
Fiscal Year 2018-2019

A. PROJECT SUMMARY

A-1 Project Title: Coordinated Assessment and Rapid Re Housing Program

Total Amount Awarded (should match Budget "Exhibit A"): \$ 94,379.00

Rapid Re Housing \$ 85,000.00 HMIS \$ 9,379.00

A-2 Legal Name of Agency Requesting Funding: Community Housing and Shelter Services

DBA: Community Housing and Shelter Services

Agency Address: 708 H. Street, Modesto, CA 95354

Phone: 209-527-0444 Fax: 209-575-9818

Incorporated Year: 1981 501(c)(3) Tax ID number: 77-0079748

DUNS Number (9 digit No.): 835658782

A-3 Contact Name: Esther Rosas Title: Executive Director

Contact Address (if different than above): 708 H Street, Modesto, CA 95354

Contact e-mail address: chsrosas@gmail.com

Contact Phone: 209-527-0444 Fax: 209-575-9818

A-4 Agency Type (check all that apply):

Non-Profit Government Faith-Based Education

A-5 Number of unduplicated persons and households you anticipate serving for this project: (I) 1,509 (H) 503

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

500 Households will complete the Vulnerability Index and Service Prioritization Decision Assistance Tool and connect to resources and referrals. 6 Households will be provided with Rapid Re Housing services.

A-7 Summarized Project Description

In order to align efforts with the Stanislaus County Board of Supervisors Focus on Prevention county-wide initiative. CHSS will participate by completing VI-SPDAT for 500 households who are experiencing homelessness. Household will also be provided with resources and referrals that can meet with their immediate needs, such as shelter, food, education, employment and health care.

In addition, 6 households with minor children will be provided intensive on-going case management and long-term rapid re-housing services to those coming from emergency shelter.



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