

**HOMELESS EMERGENCY AID PROGRAM GRANT
SUBRECIPIENT AGREEMENT BETWEEN
Monterey/San Benito Counties Coalition of Homeless Services Providers
AND
County of San Benito**

THIS AGREEMENT is made and entered into by and between the Monterey/San Benito Counties Coalition of Homeless Services Providers ("COALITION") and County of San Benito ("SUBRECIPIENT") (collectively "PARTIES") to undertake activities under the Homeless Emergency Aid Program ("HEAP") as approved by the California, Business, Consumer Services and Housing Agency ("BCSH" or "STATE" or "AGENCY"), Homeless Coordinating and Financing Council ("HCFC").

WHEREAS, this Agreement sets forth the responsibilities of County and Subrecipient in accomplishing the objectives of State of California's Homeless Emergency Aid Program, hereinafter referred to as HEAP. Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established HEAP. The program is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency. The general purpose of HEAP is to provide one-time flexible block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Subrecipient. In accordance with the authority cited below, HEAP funds are to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities;

WHEREAS, the COALITION has applied for and received funds from the AGENCY through HEAP; and

WHEREAS, the COALITION wishes to engage the SUBRECIPIENT to assist the COALITION in utilizing such HEAP funds to carry out the activities described in this AGREEMENT for the purpose of aiding people experiencing homelessness in Monterey and/or San Benito counties;

WHEREAS, the SUBRECIPIENT intends to construct 14 units of transitional-type housing at the San Benito County Migrant Center;

WHEREAS, the SUBRECIPIENT understands the full scope of COALITION's participation in this Agreement is to facilitate transfer to SUBRECIPIENT a portion of funds received by the COALITION from the AGENCY through HEAP, and no further funding obligations by or against COALITION are intended to arise;

NOW, THEREFORE, it is agreed between the PARTIES hereto that:

I. SCOPE OF SERVICES

A. Eligible Activities

The Scope of Work ("WORK") for this Agreement shall include one-time uses that are consistent with State Regulation Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses. All HEAP-funded activities shall operate in a manner consistent with the requirements of CCR Section 8409(b), referred to as "Core Practices" and Welfare and Institutions Code Division 8 Chapter 6.5 8355 (b), referred to as

“Core Components of Housing First,” including but not limited to use of a Coordinated Entry System (CES), Housing First practices, and progressive engagement practices.

B. Services to be Provided

SUBRECIPIENT shall be responsible for the construction of 14 units of transitional-type housing at the San Benito County Migrant Center as described in the project plans and specifications, project budget, and project schedule. SUBRECIPIENT shall furnish all labor, materials, services, supervision, equipment, licenses and permits necessary to complete the project in accordance with the Scope of Services set forth in Attachment A to this Agreement, and in accordance with the State Regulation Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018).

C. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall be responsible to accomplish the levels of performance as set forth in Attachment A. SUBRECIPIENT shall report performance data to the COALITION in accordance with Attachment A and as required by the STATE in Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and in the HEAP Notice of Funding Available (NOFA) dated September 5, 2018.

D. Performance Monitoring

COALITION will monitor performance of SUBRECIPIENT against goals and performance measures as stated above and has a duty to notify SUBRECIPIENT of any issues of which COALITION is aware with SUBRECIPIENT meeting goals or performance measures and giving SUBRECIPIENT an opportunity to correct. SUBRECIPIENT shall timely provide COALITION all necessary reporting information as required by the STATE in the administration and review of the Project(s). Substandard performance as determined by the COALITION will constitute noncompliance with this Agreement. After being notified by COALITION, if action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by COALITION for an opportunity to cure and/or come to an agreement, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Activities of the SUBRECIPIENT shall start on September 1, 2019 and end on June 30, 2021 (“Project Period”). All work to be performed as set forth in Attachment A shall be completed by June 30, 2021. Any funds not expended by June 30, 2021 will no longer be available to the project and will be returned to the COALITION and will revert to the STATE.

III. BUDGET

Project costs shall be paid in accordance with the budget specifying HEAP-funded line items shall be as set forth in Attachment B to this Agreement. All costs incurred must be fully documented. In addition, COALITION may require additional detail budget breakdown. SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by COALITION. Any amendments to the budget must be approved in writing by COALITION.

If the HEAP funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the HEAP funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to COALITION.

SUBRECIPIENT agrees to use STATE HEAP funds available under this Agreement to supplement rather than supplant funds otherwise available.

V. COMPENSATION AND REPORTING

SUBRECIPIENT agrees to supply to COALITION, at minimum quarterly progress reports and/or other documentation as may be required by the COALITION to audit performance of this Agreement and/or to enable the COALITION to analyze and evaluate utilization of the SUBRECIPIENT's program. SUBRECIPIENT shall maintain separate accounting and financial records for each funding (revenue) source in support of the projects).

VI. QUARTERLY STATUS REPORTS

SUBRECIPIENT shall address project status and, if applicable, provide explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics. In addition, SUBRECIPIENT shall provide as part of the progress report, notes documenting the community engagement process, including responses, and additional project information, as needed. SUBRECIPIENT shall submit such report quarterly within twenty-five (25) days of the close of the report period. These reports shall describe the progress made by the SUBRECIPIENT in achieving each of the objectives identified in the HEAP Application. The reports shall explain the SUBRECIPIENT's progress including comparison of actual versus planned progress for the period.

Reporting periods are defined in the table below:

QTR	Reporting Period	Due Date	
1	July-September	October 25	County of San Benito
2	October-December	January 25	
3	January – March	April 25	
4	April - June	July 25	

VII. PAYMENT PROCEDURES

SUBRECIPIENT shall submit original, signed, Expenditure Summary and Payment Request (ESPR) and copies of supporting documents for payment to COALITION by the 25th day of each month. Electronic submission of supporting documentation is acceptable. If the 25th of the month falls on a Saturday, or Sunday, then ESPR forms, with attached invoices, will be due by 3 p.m. the Friday preceding the 25th. The COALITION will make all reasonable attempts for payment of accurate and approved ESPRs within thirty (30) days of receipt. However, if ESPRs are submitted without the required back up documentation, the reimbursement request may be held over until such documentation is provided.

It is expressly agreed and understood that the total amount to be paid by the COALITION under this Agreement shall not **\$1,100,000.00**.

SUBRECIPIENT may provide monthly billing invoices with associated documentation to COALITION, but reporting documents will be on a quarterly basis for the construction of the shelter component. Expenses incurred prior to contract execution are not eligible for payment through HEAP.

No costs shall be billed except for expenditures authorized in the project budget as set forth in Attachment B. Costs must be itemized and must be of sufficient detail (e.g., be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure) to provide a sound basis for COALITION to make review the claim and effectively monitor costs.

COALITION shall pay SUBRECIPIENT starting costs of **\$110,000.00** on or after September 1, 2019 when invoiced. SUBRECIPIENT shall invoice COALITION monthly with expenses. Of those invoiced expenses, one-eleventh shall be subtracted from payment owed on each monthly invoice starting October 1, 2020, throughout the term of the Agreement or until the starting costs of \$110,000.00 are paid back to COALITION. Once the starting costs have been paid back to COALITION, SUBRECIPIENT will receive payments as invoiced monthly.

COALITION reserves the right to suspend payments should the SUBRECIPIENT fail to provide required reports in a timely and adequate fashion or if SUBRECIPIENT fails to meet other terms and conditions of this Agreement, but SUBRECIPIENT shall be given notice and an opportunity to cure.

HEAP funds shall be deposited and maintained in a separate fund account upon the books and records of the SUBRECIPIENT (the "Account"). SUBRECIPIENT shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. COALITION may withhold payment requests if SUBRECIPIENT fails to comply with the above requirements until such compliance is demonstrated.

VIII. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent shall be effective on the date of receipt. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

COALITION

Elliott Robinson, Interim Executive Officer
Monterey/San Benito Counties Coalition of Homeless
Services Providers
1942 Fremont Blvd., Seaside, CA 93955
(831) 578-4198
executive@CHSPMontereyCounty.org

SUBRECIPIENT

Tracey Belton, Interim Director
County of San Benito – Health & Human Services
Agency
1111 San Felipe Rd. Suite 206
Hollister, CA 95023
(831) 630-5146
tbelton@cosb.us

IX. REPORTING AND COMPLIANCE

A. Reporting Requirements

SUBRECIPIENT shall submit Quarterly reports on the schedule provided herein. An annual report to COALITION on forms provided by COALITION will be required and due by December 25, 2019 and December 25, 2020. The SUBRECIPIENT shall also submit a final report by September 15, 2021. If the SUBRECIPIENT fails to provide such documentation, COALITION may disencumber any portion of the amount authorized by this Agreement with the following process: (1) Notification of SUBRECIPIENT'S missed report, (2) 60 day opportunity to cure for the construction portion of the agreement, (3) 30 day opportunity to cure for the services portion of the agreement. If after an opportunity to cure, the reporting requirement is still not met, COALITION may disencumber any portion of the amount authorized by the agreement.

The Quarterly reports and annual reports shall contain a detailed report containing the following:

1. Amount of award with activity(ies).
2. Contract expenditures.

The SUBRECIPIENT will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. Major accomplishments and success stories.
3. Any other effects from HEAP funding that SUBRECIPIENT would like to share.

B. Retention and Inspection of Records

SUBRECIPIENT agrees that COALITION or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COALITION or its designee, with any relevant information requested. SUBRECIPIENT agrees to permit COALITION or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

SUBRECIPIENT further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. Notwithstanding the above, if any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Deed Restriction or Use of Facility Obligation

SUBRECIPIENT agrees to use the property for HEAP-contracted activity for ten years from date of this agreement. The ten-year obligation on property use shall be waived if Monterey County, the deed holder, revokes the lease agreement that provides site control to the SUBRECIPIENT.

D. Prevailing Wage

HEAP funds are considered public funds and will trigger prevailing wage requirements for capital projects. SUBRECIPIENT agrees to meet prevailing wage requirements as required by law. Prevailing wage requirements will be waived only in the event SUBRECIPIENT is able to clearly document a legal reason for waiver. If waiver is requested, the SUBRECIPIENT is directed to provide clear documentation to STATE with a copy to COALITION that outlines the legal rationale for the waiver.

E. Audits

COALITION reserves the right to perform or cause to be performed a financial audit. At COALITION request, SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

If a financial audit is required by COALITION, the audit shall be performed by an independent certified public accountant. The SUBRECIPIENT shall notify COALITION of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COALITION to the independent auditor's working papers.

SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to SUBRECIPIENT for each audit finding within 90 days from the date of the audit finding.

X. SPECIAL CONDITIONS

SUBRECIPIENT agrees that all proceeds from any interest-bearing account established by the SUBRECIPIENT for the deposit of HEAP funds, along with any interest-bearing accounts opened by SUBRECIPIENT's contractors for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes.

Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

All special terms herein shall have the same meaning as the definitions set forth in the STATE HEAP NOFA.

COALITION reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

XI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements 24 CFR Part 576.103, 105-106, and 400. SUBRECIPIENT also agrees to comply with the terms of the award under California regulations, Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, and HEAP program guidance document published by STATE.

SUBRECIPIENT agrees to comply with STATE and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the SUBRECIPIENT, its contractors and all eligible activities.

SUBRECIPIENT shall be responsible for observing and complying with the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

Upon request by COALITION, SUBRECIPIENT shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.

SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to COALITION upon request.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Sufficiency of Funds and Termination

Either party may terminate this Agreement at any time for good cause upon the other Party's material breach of this Agreement, provided (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period") for COALITION obligations or for the services component of this agreement; and (iii) and the breaching Party does not cure the breach within ninety (90) days following its

receipt of such notice (the "Notice Period") for the capital improvement construction of the shelter component of this agreement; and (iv) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

Good cause shall consist of: violations of any terms or conditions of this Agreement, violation of any Federal or State Laws or Regulations; or withdrawal of COALITION's expenditure authority.

Upon termination of this Agreement, unless otherwise approved in writing by COALITION, any unexpended funds received by the SUBRECIPIENT shall be returned to COALITION within sixty days of the Notice of Termination.

This Agreement is valid and enforceable only if sufficient funds are made available to COALITION by BCSH and legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the STATE, or of any agency, department, or any political subdivision of the federal or STATE governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. Transfers

Neither party may transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of both parties and a formal written amendment to this Agreement to affect such subcontract or novation.

D. Subrecipient's Application for Funds

SUBRECIPIENT has submitted to COALITION an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). SUBRECIPIENT is entering into this Agreement in substantial reliance upon SUBRECIPIENT's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by COALITION. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

SUBRECIPIENT warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the SUBRECIPIENT's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COALITION approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COALITION may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

E. Breach and Remedies

The following shall each constitute a breach of this Agreement:

1. SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

In addition to any other remedies that may be available to COALITION in law or equity for breach of this Agreement, COALITION may:

1. Require the return of any unused HEAP funds disbursed under this Agreement;
2. Require repayment of HEAP funds disbursed and expended under this Agreement;
3. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements
4. Seek any other remedies as may be available under this Agreement or any law.

All remedies available to COALITION are cumulative and not exclusive.

F. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of COALITION to enforce at any time the provisions of this Agreement, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of COALITION to enforce these provisions.

G. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its SUBRECIPIENTS shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENTS and its SUBRECIPIENTS shall ensure that the elevation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its SUBRECIPIENTS shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its SUBRECIPIENTS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

H. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition

of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.

Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

I. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, SUBRECIPIENT, and its contractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and SUBRECIPIENTS that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or SUBRECIPIENTS for violations, as required by Government Code section (8355(a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or SUBRECIPIENTS about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and
 - d. Penalties that may be imposed upon employees, contractors, and SUBRECIPIENTS for drug abuse violations.
3. Provide, as required by Government Code section 8355(a)(3), that every employee and/or SUBRECIPIENT who works under this Agreement:
 - a. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - b. Will agree to abide by terms of SUBRECIPIENT's condition of employment or subcontract.

J. Child Support Compliance Act

For any Contract or Subrecipient Agreement in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

K. Work Inspections

SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

COALITION reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement and will promptly notify SUBRECIPIENT of any non-conforming work.

SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected within the time set forth herein to cure, 90 days for the capital improvement component and 30 days for the services component. Payments to the SUBRECIPIENT will not be withheld during the time to cure.

L. Litigation

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

Both parties shall immediately notify each other of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the other party.

M. Procurement

SUBRECIPIENT shall comply with current COALITION policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COALITION upon termination of this Agreement.

OMB Standards: Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 or 24 CFR 85.36.

Travel: SUBRECIPIENT shall obtain written approval from COALITION for any travel outside the metropolitan area for which HEAP funds are provided under this Agreement. All travel costs reimbursed with HEAP funds shall be at the rates allowed under SUBRECIPIENT's HUD-approved travel rules.

Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

Subcontracts: SUBRECIPIENT will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the SUBRECIPIENT is in violation of regulations issued by any federal agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

N. Environmental Requirements

SUBRECIPIENT agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. SUBRECIPIENT also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B.

O. Relocation

SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HEAP-assisted project. SUBRECIPIENT also agrees to comply with all applicable ordinances, resolutions and policies concerning the displacement of persons from their residences.

P. Hold Harmless

To the extent permitted by law, the SUBRECIPIENT agrees to hold harmless, defend and indemnify COALITION and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

Q. Workers' Compensation

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, and provide evidence thereof to COALITION. SUBRECIPIENT shall require any and all CONTRACTORS working on the capital improvement construction component of this agreement to require the CONTRACTOR and their SUB-CONTRACTORS to provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement and provide evidence thereof to SUBRECIPIENT.

R. Insurance & Bonding

Insurance: SUBRECIPIENT 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 by the SUBRECIPIENT, his agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions): Insurance appropriate to SUBRECIPIENT's profession, with a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

SUBRECIPIENT's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

SUBRECIPIENT may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBRECIPIENT shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

XII. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Monterey County, California, and the parties agree that venue in such courts is appropriate.

C. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. Amendments or Modifications

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the SUBRECIPIENT without the prior express written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

COUNTY OF SAN BENITO:

COALITION OF HOMELESS SERVICES PROVIDERS:

By: _____

By:  _____

Name: Mark Medina

Name: Elliott C. Robinson

Title: County of San Benito
Chair, Board of Supervisors

Title: Interim Executive Officer

Date: _____

Date: 8/21/19

Attachments:

Attachment A: Scope of Services

Attachment B: Project Budget

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 8-20-19
DEPUTY COUNTY COUNSEL DATE

Attachment A: Scope of Services

[TO BE COMPLETED BY SUBRECIPIENT BASED ON APPLICATION AND ANY BUDGET CHANGES REQUESTED BY LC]

1. SUMMARY

- a. Capital Development Project Name: **HOME Bound**
- b. Project Area: **Capital Project**
- c. HEAP Funding Amount Requested: **\$1,100,000**
- d. No of Clients To Be Served When Operational: **14 families (Approx. 40 household members)**
- e. Anticipated Date of Project Opening: **January 2020**

2. CAPITAL DEVELOPMENT PROJECT OVERVIEW AND POPULATION

- I. The intended population is chronic homeless families.
The project includes the construction of 14 units of transitional type at the San Benito County Migrant Center. The units will range from 400-800 sq. ft. and up to 60-64 new beds will be made available.

3. CAPITAL DEVELOPMENT PROJECT DESIGN DESCRIPTION

The project site is on approximately 1.25 acres. The housing amenities would include a 14, 2, 3 and 4 bedroom units with parking spaces, individual washers & dryers, solar features, landscaping and related uses.

4. TIMETABLE OF CAPITAL DEVELOPMENT ACTIVITY MILESTONES (Add Rows as Needed)

Description of Activity/Milestone	Estimated Completion Date
Site Control and Zoning RM Confirmed	September 2019
Preliminary Design Sketch Completed and Project Concept Accepted by San Benito -HEAP application submitted	Sept.-Nov. 2019
Predevelopment Work: Preliminary drawings, site improvement drawings and environmental clearances based on HEAP contract being executed.	January 2020
Finish working drawings-plan check	February 2020
Pay project fees & Obtain Local Permits	March 2020
Weather permitting – begin and complete site work	February 2020
Begin construction	March 2020
Complete construction	August 2020

5. CAPITAL DEVELOPMENT ACTIVITY GOALS & OUTCOMES (Add Rows as Needed)

No of beds to be provided: 60-64

No of units (if applicable) to be provided: 14

Goals/Outcomes to be Measured	Numerical Target	Sources of Data and Description of Process for Measuring Goals/Outcomes
1. Built housing units	14 units	The completion of the project
2.		
3.		

Attachment B: Project Budget – Capital Development Only

[TO BE COMPLETED BY SUBRECIPIENT BASED ON APPLICATION AND ANY BUDGET CHANGES REQUESTED BY LC]

	Capital Budget Unit Cost	# units/sf	Ext Cost
1.0 Housing and Building Units	584,300		
Micro home 4-bedroom, 400sf	30,000	12	360,000
Micro home 4-bedroom, 800sf	45,000	2	90,000
Transport of units from prison @ \$3,000/unit	3,000	14	42,000
Solar options:			0
Panels for housing units	400	90	36,000
Battery storage units and install (2/unit)	375	28	10,500
Charge controllers (1/unit)	750	14	10,500
Grid Tie Inverters - 1 per unit	950	14	13,300
Power disconnect and wire	250	14	3,500
Lighting - 5 panels per housing structure, 1' x 2'	250	74	18,500
2.0 Sitework/Utilities	110,150		
<u>Electrical:</u>			
PG&E Service Engineering	15,000	1	15,000
Electrical service-building connections	1,000	15	15,000
Parking Lot and Pathway Lighting controls	300	10	3,000
Fencing around 3 sides of lot - 6'	10	500	5,000
Sewer Connection	250	18	4,500
Underground sewer piping and service	5.50	600	3,300
<u>Sitework:</u>			0
Grading	3	1,500	4,500
Building Foundations	1,000	18	18,000
Stormwater/bioswells	0	1	0
<u>Water supply systems:</u>			0
Fire suppression:			0
Sprinklers, water lines	500	18	9,000
Fire hydrants - 1	10,000	1	10,000
<u>Domestic water supply:</u>			0
Water connection main	15,000	1	15,000
Plumbing connections, testing homes & buildings	400	14	5,600
<u>Irrigation:</u>			
Drip irrigation/sprinklers for site landscaping	0.5	4,500	2,250
3.0 Landscaping	11,000		
Landscaping: Planting areas w/ irrigation	1	3,500	3,500

Community landscaping area – central campus	7.50	1,000	7,500
4.0 Pavement & Fencing			31,900
Parking and roadways - pavement	15.00	1,500	22,500
Concrete sidewalks	15.00	300	4,500
DG walking paths	7.00	700	4,900
5.0 Campus Features			2,718
BBQ Areas	609	2	1,218
Picnic tables	500	3	1,500
6.0 Total Construction Costs			740,068
7.0 Contingency/Development Fees @ 12%			86,250
8.0 Soft Costs Estimated			273,682
Design, Reports, Architect			50,000
County Admin Fee			110,000
Planning Inspection Fee (\$100/hour, 1 hour minimum)			500
Preliminary Map			2,803
Special Plan Review (\$500+\$100/hour)			700
Use Permit - Labor Camps (\$4,095)			4,095
Environmental Review Fees:			
Statutory Exemption			709
Initial Study - Negative Dec			1,209
Impact Fees:			
Drainage			1,340
Traffic			25,791
Road Equipment			5,040
Schools			18,936
Fire Protection			1,800
Gernal Capital Improvements/Law Enforcement			3,384
Habitat Conservation Mitigation Fee			-
Parks & Recreation			12,960
Library Facilities			7,425
Information Technology			3,990
Building Permits			5,000
Inspections			18,000
9.0 Total Cost			1,100,000

There are no other funding sources for this project