

DATE: April 11, 2023

ESTOPPEL LETTER
(Coronavirus State Local Fiscal Recover Funds Subrecipient Agreement)

Citibank, N.A.
388 Greenwich Street
New York, New York 10013

Re: Crossroads Village
Coronavirus State Local Fiscal Recover Funds Subrecipient Agreement

To: **Citibank, N.A** (“Lender”), the construction lender for the above-described rental housing development (“Housing Development”) at the project address (“Property”).

Lender intends to provide a construction loan (the “Construction Loan”) to Borrower for the development of the Housing Development.

The County of Fresno, a political subdivision of the state of California (the “County”) has entered into a Coronavirus State Local Fiscal Recover Funds Subrecipient Agreement (the “Agreement”), dated as of April 11, 2023, with Crossroads Village Fresno, LP, a California limited partnership (“Borrower”), in connection with the housing development known as Crossroads Village (the “Housing Development”).

The County represents, covenants, and warrants as follows:

1. Agreement. A true, correct, and complete copy of the Agreement is attached hereto as Exhibit A.

2. Allocation of Funds. The funds contemplated to be disbursed under the Agreement have been approved and allocated by the appropriating government agency(ies), and the County has no right to terminate the Agreement pursuant to Section 11(A) of the Agreement.

3. Representations. To the actual present knowledge of the County, but without any duty to make further investigation:

(a) there have been no material changes to the Housing Development as described in the Agreement;

- (b) no condition to funding under the Agreement has failed; and
- (c) the County does not know of any reason why any of the conditions to funding under the Agreement will not be satisfied.

4. Amendments to the Agreement. The Agreement shall not be amended or modified without the prior written consent of Lender, which consent shall be obtained by Borrower and shall not be unreasonably withheld, conditioned, or delayed, except where amendments or modifications to the Agreement are necessary **(a)** to conform to changes to the Housing Development as approved by Lender; or **(b)** to maintain compliance with applicable law.

5. Notice of Default; Borrower's and Lender's Right to Cure.

(a) Notice of Default. Concurrently with the delivery by the County to Borrower of any notice of default of conditions to funding under the Agreement, the County shall deliver to Lender a copy of any such notice of default at the address set forth above; provided, however, that the County shall have no duty to monitor or evaluate Borrower's compliance with this estoppel letter. The failure of delivery of notice to the Lender shall not be considered a breach of this estoppel letter so long as the County has made good faith efforts to provide such notice to the Lender in accordance with the terms of Paragraph 10(d) hereof; provided that the County will not terminate the Agreement without first providing such notice to Lender.

(b) Lender's and Borrower's Right to Cure Default Under Agreement. Notwithstanding anything stated to the contrary in the Agreement, Borrower shall not be in default of any conditions under the Agreement, nor shall the County be entitled to exercise any rights or remedies it may have arising out of Borrower's failure to satisfy any of the terms and conditions set forth in the Agreement, until and unless the County has notified Borrower and Lender in writing of the occurrence of any such default in accordance with the terms and conditions of Paragraph 5(a), above, and Lender (with no obligation to do so) and Borrower have failed to: (i) cure such default or breach within ten (10) days following receipt of notice of any monetary default; or (ii) cure such default or breach within thirty (30) days following receipt of notice of any non-monetary default.

6. Default Under Loan Shall Not Constitute Default Under Agreement. Notwithstanding anything stated to the contrary in the Agreement, the occurrence of a default under the Construction Loan (or under any other non-County loan secured by a

deed of trust encumbering the Property) shall not in and of itself constitute a default under the Agreement nor entitle the County to terminate any of its obligations thereunder.

7. Right to Cause Substitution of Borrower Under Agreement. In the event that Borrower defaults or fails to satisfy the conditions to funding under the Agreement (including any default or failure of condition related to default by Borrower under the Construction Loan or any other loan secured by a deed of trust encumbering the Property), the County will allow an eligible person or eligible entity which succeeds to the rights and obligations of the Borrower under the Agreement (through the removal and replacement of the Borrower's General Partner) or which succeeds to ownership of the Property (the "Successor Developer") to succeed to the rights of Borrower under the Agreement upon satisfaction of the following conditions:

(a) The Successor Developer shall have been reasonably approved by the County in accordance with applicable law and the County's customary underwriting standards;

(b) After being approved by the County, the Successor Developer shall apply for and cause an assignment of the Agreement within a reasonable time after the Successor Developer obtains ownership of the Property; and

(c) The Successor Developer shall comply with all of the requirements of the program(s) and all applicable law thereunder.

8. County's Approval. Whenever this estoppel letter or any of the County's other loan documents require the approval, consent, or other determination by the County, the County shall act reasonably and in good faith, and any such approval, consent, or other determination shall not be unreasonably withheld, delayed, or conditioned.

9. No Extension. Notwithstanding any other provision of this estoppel letter, the County shall not be obligated, directly or indirectly, to extend the deadline for Borrower to satisfy all the general conditions or any special conditions set forth in the Agreement.

10. Miscellaneous.

(a) Governing Law. This estoppel letter shall be construed in accordance with the laws of the State of California.

(b) Specific Performance. Lender shall be entitled to specific performance of the covenants, agreements, rights, and options contained in this estoppel letter.

(c) Consents. Whenever the consent or approval of the County is required under the Agreement or this estoppel letter, the County agrees that such consent or approval will not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in the County's sole and absolute discretion or other words of similar import.

(d) Notices. All notices and demands given pursuant to the terms hereof shall be given in writing delivered in person, by commercial courier, or by registered or certified mail, return receipt requested, with all postage and fees fully prepaid. Notices shall be considered delivered upon receipt, as indicated by the return receipt if mailed; except that, upon an attempt to effectuate service of notice as provided herein, if the party being given notice either (i) refuses to accept delivery, or (ii) has moved and the most recent address given to receive notice has no current registered forwarding address or a registered forwarding address only to a post office or other box, that party shall be deemed to have received the notice. Alternatively, notices may be served by facsimile transmission or email sent to the party intended to receive the notice, and shall be deemed served upon telephonic, email receipt, or return facsimile acknowledgment by the party receiving the notice that a complete and legible copy of the notice has been received. Notices shall be addressed to the respective parties at the addresses indicated above.


(e) Addresses. The address(es) for service of notice on any party may be changed by that party serving notice upon the other parties of the new address, except that any change of address to a post office box shall not be effective unless a street address is also specified for use in effectuating personal service.

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The County recognizes that the Lender is making the Construction Loan for the Housing Development in reliance on the representations, warranties and covenants set forth in this letter. This letter is issued solely for the benefit of the Lender and shall not inure to the benefit of any third party, including, but not limited to, Borrower.

Sincerely Yours,

COUNTY OF FRESNO



Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Alexandria Vicira Deputy

EXHIBIT A

AGREEMENT

(attached hereto)

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of December, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Crossroads Village Fresno, LP, a California limited partnership whose address is 7370 N Lincoln Ave, Suite A, Lincolnwood, IL 60712 ("SUBRECIPIENT").

WITNESSETH:

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program; and

WHEREAS, in May 2021, the U.S. Department of the Treasury (Treasury) published 31 Code of Federal Regulations Part 35 Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule") (for expenditures before April 1, 2022) and the Final Rule ("Final Rule"), which became effective on April 1, 2022; and

WHEREAS, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an "Eligible Use," collectively "Eligible Uses"):

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health; or
- (4) To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF to SUBRECIPIENT for one or more Eligible Uses; and

WHEREAS, the Final Rule has designated investment to address the lack of affordable housing and housing challenges, and promotion of the development of affordable housing to increase long-term housing security for impacted communities as responsive to the negative economic impacts of the

1 pandemic when provided to disproportionately impacted households and communities, and an eligible use
2 of SLFRF; and

3 **WHEREAS**, the Final Rule specified that while many households suffered negative economic
4 outcomes as a result of the COVID-19 pandemic and economic recession, households with low incomes
5 were impacted in disproportionate and exceptional ways, including reporting being housing insecure at
6 rates more than twice as high as higher income households, and low-and moderate-income households
7 reported housing quality hardship at rates statistically greater than the rate for higher income households;
8 and

9 **WHEREAS**, under the Final Rule, the development of affordable housing to increase supply of
10 affordable and high-quality living units supports durable and sustainable homeownership, and is responsive
11 to the needs of individuals and households that were impacted by the COVID-19 pandemic; and

12 **WHEREAS**, SUBRECIPIENT represents that SLFRF provided under this Agreement will support
13 the conversion of the Crossroads Village motel rooms to affordable housing units in the City of Fresno,
14 resulting in approximately 141 new residential units (“Program”); and

15 **WHEREAS**, based on SUBRECIPIENT’s representations stated herein, COUNTY will grant SLFRF
16 to SUBRECIPIENT to assist with pre-development costs in the amount of \$2,050,000, which would enable
17 approximately 50 units to be permanently dedicated as affordable housing units, thereby being eligible in
18 the housing-subsidy program, and would assist COUNTY to meet service demand and address housing
19 need in the County; and

20 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
21 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by
22 investing in programs and services, which will provide affordable, high quality, permanent housing for,
23 and benefit, impacted families in impacted communities in Fresno County; and

24 **WHEREAS**, COUNTY has determined that the Program to be provided by SUBRECIPIENT is an
25 Eligible Use of SLFRF under the ARPA, in reliance on information of the project provided by
26 SUBRECIPIENT; and

27 **WHEREAS**, COUNTY, for itself, was awarded Homeless Housing, Assistance and Prevention
28 (HHAP-2) grant funds by the California Business Consumer Services and Housing (BCSH) Agency; and

1 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
2 COUNTY may provide SLFRF and Homeless Housing, Assistance and Prevention-2 (HHAP-2) funds to
3 the SUBRECIPIENT for appropriate and qualifying expenditures, as permitted under the Interim Final
4 Rule, Final Rule, and HHAP-2 guidelines.

5 **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein
6 contained, the parties hereto agree as follows:

7 1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

8 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in
9 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and
10 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to
11 SUBRECIPIENT under this Agreement.

12 B. SUBRECIPIENT acknowledges that the SLFRF granted under this Agreement are
13 a subaward of SLFRF to carry out the Program.

14 C. SUBRECIPIENT understands and agrees that the SLFRF disbursed under this
15 award may only be spent on Eligible Uses in compliance with the ARPA, the United States Department
16 of the Treasury (“TREASURY”) regulations implementing section 602 of the ARPA, and guidance issued
17 by the TREASURY regarding the foregoing.

18 D. SUBRECIPIENT represents that it intends to use these SLFRF and HHAP-2
19 funds to assist with development and construction costs of \$2,350,000, including but not limited to:
20 architecture and design fees, plan check and permit fees, legal fees, and construction fees, to convert
21 Crossroads Village to permanent housing.

22 E. Compliance. SUBRECIPIENT is obligated by this Agreement and is responsible
23 to ensure that SLFRF granted under this Agreement are spent in compliance with all applicable
24 ordinances of the County of Fresno, and laws of the State of California, and all laws of the federal
25 government. This includes, but is not limited to, compliance with all applicable requirements set forth in
26 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,
27 2 CFR Part 200, the TREASURY’s Compliance and Reporting Guidance: State and Local Fiscal
28 Recovery Funds (“Compliance Guidance”), Department of the Treasury 31 CFR Part 35 Coronavirus

1 State and Local Fiscal Recovery Funds Interim Final Rule (“Interim Final Rule”) (for expenditures before
2 April 1, 2022) and Final Rule (“Final Rule”) (for expenditures on April 1, 2022, or later), and any
3 subsequent updates. The award terms and conditions required by the TREASURY are set forth in
4 Exhibit F, which is attached and incorporated by this reference. Notwithstanding anything provided in
5 Section 8 of this Agreement, or in this Subsection 1(E), SUBRECIPIENT has the sole responsibility for
6 compliance under this Section 1(E).

7 F. Prevailing Wage.

8 a. For any portion of any of the work, service, and/or function (including, but
9 not limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be
10 performed, either directly or on behalf of SUBRECIPIENT under any agreements with any contractors
11 and/or suppliers (including their respective sub-contractors at any tier) or otherwise, with respect to the
12 Program that is a “public work” for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of
13 Division 2 of the California Labor Code (collectively, “Chapter 1 of the Labor Code”), (i) SUBRECIPIENT
14 shall comply with, and cause all such contractors and/or suppliers (including their respective sub-
15 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with
16 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with
17 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of
18 this Section 1.F into such agreements.

19 b. SUBRECIPIENT shall promptly provide a copy to COUNTY of any
20 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action
21 (collectively, “DIR Administrative or Legal Action”) by or on behalf of the Director of the Department of
22 Industrial Relations of the State of California, including any representative thereof (collectively, the
23 “DIR”) to or against SUBRECIPIENT, and SUBRECIPIENT’s written responses, in any written form,
24 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT’s provision of
25 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT’s responses thereto, or
26 failure to provide same or to timely provide same, shall not impose any obligation upon COUNTY with
27 respect to SUBRECIPIENT’s obligations under this Section 1.F. SUBRECIPIENT acknowledges that the
28 DIR provides the following internet resource: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

1 c. COUNTY does not make any representation, or provide any guidance, to
2 SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed
3 by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers
4 (including their respective sub-contractors at any tier), that constitutes a “public work,” or (ii) the
5 sufficiency of the DIR’s internet resource, above, for purposes of compliance with this Section 1.F. The
6 provisions of this Section 1.F. shall survive the termination of this Agreement. COUNTY has not made
7 any representation nor lack of representation with respect to this Agreement, or as to any matter
8 described in this Section 1.F. to any contractors and/or suppliers (including their respective sub-
9 contractors at any tier) or otherwise, retained or contracted with by SUBRECIPIENT, and no such
10 person or entity may rely on any purported representation of the COUNTY with respect to this subject
11 matter.

12 G. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken
13 and completed, and all SLFRF granted under this Agreement are fully expended, no later than
14 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY
15 in writing, whether it can complete the Program or fully expend the SLFRF granted under this
16 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully
17 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,
18 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a
19 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account
20 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024 and
21 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

22 H. No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the
23 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or
24 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against
25 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at
26 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or
27 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury
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1 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or
2 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

3 I. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other
4 local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF
5 from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five
6 (5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF
7 received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the
8 Program's budget, and if SUBRECIPIENT does not intend to expand the Program.

9 J. None of the personnel employed by SUBRECIPIENT in the administration of the
10 Program shall be in any way, or to any extent engaged in, the conduct of political activities prohibited by
11 Chapter 15 of Title 5, U.S. Code, as applicable within the scope of their employment.

12 K. None of the SLFRF to be paid under this Agreement shall be used for any
13 partisan political activity, or to support or defeat legislation pending before Congress.

14 L. COUNTY, on its own behalf, has entered into an agreement with the State of
15 California for HHAP-2 grant funds awarded to COUNTY (Agreement No. 21-HHAP-00063), a copy of
16 which is attached hereto as Exhibit G and is incorporated herein by this reference. Services provided by
17 SUBRECIPIENT under this Agreement shall be funded in part with HHAP-2 funding allocated to the
18 COUNTY and, therefore, SUBRECIPIENT shall be aware of, agree to, and comply with all applicable
19 State requirements governing the use of HHAP-2 funds; and all conditions in Exhibit G Failure to comply
20 with these requirements and conditions may result in termination of this Agreement pursuant to Section
21 11 of this Agreement.

22 2. **PROCUREMENT REQUIREMENTS**

23 A. SUBRECIPIENT shall comply with all applicable procurement requirements specified
24 in the Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

25 B. SUBRECIPIENT shall take the affirmative steps described in 2 CFR § 200.321 to
26 assure that minority businesses, women's business enterprises, and labor surplus area firms are used,
27 when possible, when procuring goods and services under this Agreement.

28 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a

1 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United
2 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

3 **3. REPORTING REQUIREMENTS**

4 **A. Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to
5 COUNTY's designated contact, as designated by COUNTY's County Administrative Officer in writing at
6 the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this
7 Agreement as provided by this Section 3.A. The reports shall contain the information described in
8 Exhibit B and C, which is attached and incorporated by this reference, and must include a statement,
9 signed by the SUBRECIPIENT, indicating that all expenditures in the report comply with all applicable
10 requirements of the Interim Rule and the Final Rule, as applicable, ARPA guidelines for the SLFRF, as
11 set forth by the TREASURY, and HHAP-2 guidelines, as set forth by BCSH. Quarterly program
12 expenditure reports shall be submitted to COUNTY no later than fifteen (15) days after the end of each
13 quarter listed below for the term of this Agreement, beginning with the first quarter ending after the
14 Effective Date:

- 15 1) January 1 – March 31, due by April 15
- 16 2) April 1 – June 30, due by July 15
- 17 3) July 1 – September 30, due by October 15
- 18 4) October 1 – December 31, due by January 15

19 **B. Annual Performance Report:** Within fifteen (15) days after each December 31,
20 SUBRECIPIENT shall submit one "Annual Performance Report" to the COUNTY, covering all
21 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that December 31.
22 The report shall contain, but not limited to, the information contained in Exhibit D, which is attached and
23 incorporated by this reference.

24 **C. Final Report:** A Final Program Report shall be submitted to COUNTY within thirty
25 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and
26 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to
27 facilitate closeout of the Program and ensure that the COUNTY's obligations and requirements under
28

1 the SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to
2 SUBRECIPIENT written acceptance of the Final Program Report.

3 4. **NONDISCRIMINATION**

4 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,
5 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not
6 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any
7 employee, applicant for employment or person receiving services under this Agreement because of race,
8 religious creed, color, national origin, ancestry, physical or mental disability including perception of
9 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,
10 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military
11 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors
12 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination
13 and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the
14 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at
15 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under
16 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil
17 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis
18 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act
19 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at
20 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving
21 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42
22 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
23 activities, and services provided or made available by state and local governments or instrumentalities or
24 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
25 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
26 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
27 Federal Regulations.

28 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of

1 this Section 4 in all subcontracts to perform work under this Agreement.

2 5. **CONFLICTS OF INTEREST; ETHICS**

3 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest
4 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each
5 activity funded under this award. Subrecipient must disclose in writing to the TREASURY and to COUNTY
6 any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR § 200.12. Further,
7 no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any gifts, service, favor,
8 employment, engagement, remuneration, or economic opportunity which would tend to improperly to
9 influence a reasonable person in that position to depart from the faithful and impartial discharge of the
10 duties of that position.

11 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her
12 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or
13 herself, any member of his or her household, any business entity in which he or she has a financial interest,
14 or any other person.

15 C. No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an
16 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any
17 private business in which he or she has a financial interest.

18 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any
19 report or other document because it might tend to affect unfavorably his or her private financial interests.

20 E. No officer, agent, consultant, employee, or elected or appointed official of the
21 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any
22 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or
23 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year
24 thereafter, for any of the work to be performed pursuant to the Program.

25 6. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

26 A. Any licenses, certificates or permits required by the federal, state, county, or municipal
27 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A
28 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this

1 Agreement.

2 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and
3 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional
4 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and
5 maintained by SUBRECIPIENT at no expense to the COUNTY.

6 C. Subrecipient must show proof of an established "indirect cost rates," as defined by the
7 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5
8 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated "indirect cost rate" with
9 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

10 7. **SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

11 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with
12 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic
13 reports to TREASURY.

14 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY for
15 SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF program,
16 SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as applicable, and
17 reporting requirements, as applicable.

18 C. Notwithstanding anything to the contrary in this Section 7, (i) SUBRECIPIENT's
19 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
20 Subsections A and B of this Section 7, (ii) nothing in Subsections A or B of this Section 7 relieves
21 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this
22 Section 7 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to
23 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this
24 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

25 8. **PENALTIES**

26 SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as
27 described herein, may result in the TREASURY's recoument of SLFRF from the COUNTY, and that in
28 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

1 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with applicable
2 requirements of the U.S. Constitution, Federal statutes, regulations or the terms and conditions of this
3 Federal award, in connection with its use of the SLFRF, the COUNTY may impose additional conditions, as
4 described in 2 CFR § 200.208. If the COUNTY determines that noncompliance cannot be remedied by
5 imposing additional conditions, the COUNTY may take one or more of the following actions, as appropriate
6 in the circumstances:

7 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
8 refund SLFRF upon demand by COUNTY.

9 B. Temporarily withhold cash payments pending correction of the deficiency by
10 SUBRECIPIENT;

11 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all
12 or part of the cost of the activity or action not in compliance;

13 D. Wholly or partly suspend or terminate the SLFRF;

14 E. Recommend the TREASURY initiate suspension or debarment proceedings;

15 F. Withhold further SLFRF for the Program; and

16 G. Take other remedies that may be legally available.

17 9. **FINANCIAL MANAGEMENT**

18 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by
19 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all
20 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as
21 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized
22 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized
23 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate
24 accounts that correspond to each such authorized use provided further that such separate accounts are
25 subject to this Section 9.A., and are segregated and identified by a unique identifier. In no event shall
26 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,
27 or charge.

1 B. SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's
2 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance
3 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which
4 Uniform Guidance requirements apply or how they apply.

5 C. SUBRECIPIENT shall insure all uses of SLFRF shall be Eligible Uses;

6 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
7 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than
8 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
9 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
10 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
11 accountability submissions shall be provided to County of Fresno, County Administrative Office located
12 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
13 fresnoca@fresnocountyca.gov.

14 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,
15 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
16 transaction by any federal department or agency. This certification is made pursuant to the regulations
17 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant
18 program-specific regulations. This provision shall be required of every subcontractor receiving any
19 payment in whole or in part from Federal funds.

20 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which
21 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,
22 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and
23 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions
24 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the
25 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall
26 have access to all books, documents, accounts, records, reports, files, papers, things, property,
27 contractors of program services, and other persons pertaining to such financial transactions and
28 necessary to facilitate the audit.

1 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and
2 records, including invoices, payroll registers, time records, contracts, and accounting documents
3 concerning matters that are reasonably related to the Program shall be provided upon request to the
4 COUNTY.

5 H. Expenditures eligible for reimbursement from the SLFRF are described in Exhibit
6 B, which is attached and incorporated by this reference. SUBRECIPIENT shall not make any changes in
7 the line-item expenditures in Exhibit B without prior written approval of the COUNTY.

8 I. No cash reimbursement for purchases of any kind is allowable.

9 10. **TERM**

10 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the
11 Effective Date until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program
12 Report under Section 3.C. of this Agreement, unless sooner terminated as provided herein.
13 Notwithstanding timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to
14 cover costs incurred during the time period set forth by the TREASURY. The COUNTY's written
15 acceptance of the Final Program Report under Section 3.C of this Agreement shall include the COUNTY's
16 written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The
17 County Administrative Officer or his or her designee is authorized to execute this written acceptance of the
18 Final Program Report and notification of term end to SUBRECIPIENT. The COUNTY agrees it shall not
19 unreasonably delay to act upon receipt from SUBRECIPIENT of the Final Report

20 11. **TERMINATION**

21 A. **Non-Allocation of Funds**: The terms of this Agreement, and the services to be
22 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
24 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)
25 days advance written notice.

26 B. **Breach of Contract**: The COUNTY may immediately suspend or terminate this
27 Agreement in whole or in part, where in the determination of the COUNTY there is:

28 1) An illegal or improper use of funds by SUBRECIPIENT or any entities or

1 individuals it oversees;

2 2) A failure to comply with any term of this Agreement by SUBRECIPIENT or
3 any entities or individuals it oversees;

4 3) A substantially incorrect or incomplete report submitted to the COUNTY by
5 SUBRECIPIENT, which is not cured within 5 days of COUNTY's written notice to
6 SUBRECIPIENT;

7 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
8 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall
9 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
10 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
11 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
12 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
13 shall promptly refund any such SLFRF upon demand.

14 12. **GRANT FUNDING/COMPENSATION**

15 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
16 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter, as well as HHAP-2. COUNTY
17 agrees to grant SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total
18 SLFRF and HHAP-2 grant, in an amount not to exceed Two Million Three Hundred Fifty Thousand Dollars
19 (\$2,350,000).

20 It is expressly agreed and understood that the total amount of SLFRF and HHAP-2 to be granted by
21 COUNTY to SUBRECIPIENT for the Program shall not exceed Two Million Three Hundred Fifty Thousand
22 (\$2,350,000) for pre-development and construction costs, consisting of Two Million Fifty Thousand dollars
23 (\$2,050,000) of SLFRF funds and Three Hundred Thousand (\$300,000) of HHAP-2 funds.

24 SUBRECIPIENT shall submit written drawdown requests on a monthly basis (every 30 days) for the
25 payment of eligible necessary expenses in support of the Program. Drawdown requests for the COUNTY to
26 make such payments shall be in accordance with the sample Drawdown Request Form, attached as
27 Exhibit B, and incorporated by this reference. Drawdowns requests shall include copies of purchase orders,
28 receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to

1 be incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

2 Upon receipt of purchase or work orders acceptable to the COUNTY, COUNTY shall disburse
3 SLFRF to SUBRECIPIENT. SUBRECIPIENT is responsible for monitoring the Program's cash flow needs
4 and submitting drawdown requests to COUNTY in a timely manner to assure adequate coverage of
5 Program needs. It is understood that all expenses incidental to SUBRECIPIENT's performance of services
6 in carrying out its Program under this Agreement shall be borne by SUBRECIPIENT.

7 SUBRECIPIENT shall submit documentation to the County of Fresno, County Administrative Office
8 located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address
9 fresnocaofresnocountyca.gov. Documentation shall also be submitted electronically to e-mail address
10 dssinvoices@fresnocountyca.gov. Payment by COUNTY shall be in arrears for services provided during
11 the preceding period of time, within forty-five (45) days from date of receipt, verification and approval of
12 SUBRECIPIENT's invoice and supporting documentation by COUNTY. If SUBRECIPIENT fails to comply
13 with any provision of this Agreement, COUNTY shall be relieved of its obligations for further compensation.

14 B. To ensure compliance with Federal and State regulations, COUNTY may require
15 additional supporting documentation or clarification of claimed expenses as follows:

16 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
17 documentation or clarification.

18 ii. SUBRECIPIENT shall respond promptly with requested additional
19 documentation or clarification to avoid disallowances/partial payment of invoice.

20 iii. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice
21 only, and must be accompanied by required documentation.

22 C. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out
23 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this
24 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional
25 consideration, compensation, salary, wages, or other type of remuneration for services rendered under
26 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from
27 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.
28 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County

1 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

2 13. **INDEPENDENT CONTRACTOR**

3 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
4 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
5 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an
6 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
7 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
8 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and
9 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
10 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

11 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and
12 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

13 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right
14 to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable
15 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
16 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating
17 to payment of SUBRECIPIENT'S employees, including compliance with Social Security withholding and all
18 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
19 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

20 14. **MODIFICATION**

21 Any matters of this Agreement may be modified from time to time by the written consent of all the
22 parties without, in any way, affecting the remainder.

23 15. **NON-ASSIGNMENT**

24 Neither party shall assign, transfer, or sub-contract this Agreement, nor their rights or duties under
25 this Agreement without the prior written consent of the other party.

26 16. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at
27 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
28 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and

1 losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
2 SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs
3 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and
4 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
5 performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this
6 Agreement.

7 SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the
8 TREASURY and BCSH arising from SUBRECIPIENT, or entities or individuals it oversees, actions or
9 inaction under this Agreement. The Indemnification provided herein shall not include any acts of gross
10 negligence by the COUNTY or willful misconduct of the COUNTY. Further SUBRECIPIENT does not
11 indemnify COUNTY for a recoupment solely caused by the COUNTY's gross negligence or willful
12 misconduct or other actions solely caused by the COUNTY's gross negligence or willful misconduct. Such
13 indemnification shall not be limited to the term of this Agreement.

14 SUBRECIPIENT shall indemnify COUNTY against any and all claims or actions by any person or
15 entity arising from any violation or alleged violation of Section 1.F, herein.

16 The provisions of this Section 16 shall survive the termination or expiration of this Agreement.

17 17. **INSURANCE**

18 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third
19 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following
20 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
21 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

22 A. **Commercial General Liability**

23 Commercial General Liability Insurance with limits of not less than Three Million Dollars
24 (\$3,000,000.00) per occurrence and an annual aggregate of Five Million Dollars (\$5,000,000.00). This
25 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
26 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
27 liability or any other liability insurance deemed necessary because of the nature of this contract.

28 B. **Professional Liability**

1 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
2 providing services, Professional Liability Insurance with limits of not less than Three Million Dollars
3 (\$3,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) annual aggregate.

4 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of
5 three (3) years following the termination of this Agreement, one or more policies of professional liability
6 insurance with limits of coverage as specified herein.

7 C. Worker's Compensation

8 A policy of Worker's Compensation insurance as may be required by the Labor Code.

9 Additional Requirements Relating to Insurance

10 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming
11 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
12 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
13 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
14 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
15 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without
16 a minimum of thirty (30) days advance written notice given to COUNTY.

17 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
18 employees any amounts paid by the policy of worker's compensation insurance required by this
19 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
20 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
21 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

22 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
23 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
24 foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention:
25 ARPA – SLFRF Coordinator, 2281 Tulare Street, Room 304, Fresno, CA 93721, stating that such
26 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents
27 and employees will not be responsible for any premiums on the policies; that for such worker's
28 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers,

1 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
2 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
3 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
4 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
5 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
6 and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's
7 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
8 days advance, written notice given to COUNTY.

9 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
10 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
11 Agreement upon the occurrence of such event.

12 All policies shall be issued by admitted insurers licensed to do business in the State of California,
13 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
14 FSC VII or better.

15 **18. RECORDKEEPING AND CONFIDENTIALITY**

16 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT
17 must maintain records and financial documents for five (5) years after all SLFRF have been expended or
18 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by
19 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is
20 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no
21 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

22 B. SUBRECIPIENT shall maintain reasonable security measures to protect records
23 containing personal information from unauthorized access, acquisition, destruction, use, modification, or
24 disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security
25 of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have established
26 written policies and procedures that align with CCPA, and shall follow such procedures. Upon request,
27 SUBRECIPIENT shall make available to COUNTY staff such written policies and procedures, and shall
28 be monitored for compliance.

1 19. **AUDITS AND INSPECTIONS:**

2 A. SUBRECIPIENT shall, at any time during business hours, and as often as the
3 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data
4 with respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the
5 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
6 SUBRECIPIENT'S compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly
7 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any
8 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the
9 reviewing entity deems to be appropriate in order to determine:

- 10 1) Whether the objectives of the Program are being achieved;
- 11 2) Where the Program is being operated in efficient and effective manner;
- 12 3) Whether management control systems and internal procedures have
13 been established to meet the objectives of the Program;
- 14 4) Whether the financial operations of the Program are being conducted
15 properly;
- 16 5) Whether the periodic reports to the COUNTY contain accurate and
17 reliable information;
- 18 6) Whether all of the activities of the Program are conducted in compliance
19 with the provisions of state and federal laws and regulations and this
20 Agreement; and
- 21 7) Whether all activities associated with the Program are in compliance with
22 the Interim Final Rule and Final Rule for the SLFRF, the Compliance
23 Guidance, and any subsequent guidance issued by TREASURY.

24 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to
25 its performance under this Agreement. These records shall be subject to the inspection, review, and audit
26 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this
27 Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for
28 unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees

1 to promptly reimburse the COUNTY for such payments upon request.

2 C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more
3 than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under
4 the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit
5 requirements.

6 20. **NOTICES** The persons and their addresses having authority to give and receive notices
7 under this Agreement include the following:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Crossroads Village Fresno, LP
ARPA - SLFRF Coordinator	Cullen Davis
2281 Tulare Street, Room 304	7370 N Lincoln Ave, Suite A
Fresno, CA 93724	Lincolnwood, IL 60712

11
12 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
13 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
14 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
15 personal service is effective upon service to the recipient. A notice delivered by first-class United States
16 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
17 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
18 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
19 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
20 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
21 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
22 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
23 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
24 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
25 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
26 beginning with section 810).

27 21. **GOVERNING LAW**

28 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,

1 California.

2 The rights and obligations of the parties and all interpretation and performance of this Agreement
3 shall be governed in all respects by the laws of the State of California.

4 22. **ADVICE OF ATTORNEY**

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

7 23. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

8 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit
9 or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status
10 to operate as a corporation.

11 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions
12 that they are a party to while SUBRECIPIENT is providing goods or performing services under this
13 agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party
14 and in which one or more of its directors has a material financial interest. Members of the Board of
15 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
16 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated herein by
17 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
18 immediately thereafter.

19 24. **ELECTRONIC SIGNATURES**

20 The parties agree that this Agreement may be executed by electronic signature as provided in
21 this section. An "electronic signature" means any symbol or process intended by an individual signing
22 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
23 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
24 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
25 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
26 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
27 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
28 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,

1 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
2 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
3 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
4 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
5 conditioned upon the parties conducting the transactions under it by electronic means and either party
6 may sign this Agreement with an original handwritten signature.

7 25. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the
8 SUBRECIPIENT and COUNTY with respect to the subject matter hereof, and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
10 understanding of any nature whatsoever unless expressly included in this Agreement. Notwithstanding this
11 provision, any additional requirements and/or guidelines set forth by the TREASURY regarding the uses
12 and reporting requirements for ARPA SLFRF after the execution of this Agreement shall be understood to
13 be integrated into this Agreement, and binding on the parties.

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28 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CROSSROADS VILLAGE FRESNO, L.P., a
California limited partnership**

COUNTY OF FRESNO

5 By: HOM XXXI LLC, a California limited
6 liability company, Its Managing General
Partner

7 By: Housing on Merit, a California nonprofit
8 public benefit corporation, Its Sole Member

9
10 

By: Jennifer Litwak, Executive Director



Brian Pacheco, Chairman of
the Board of Supervisors of the
County of Fresno

11 By: Crossroads Village Fresno, LLC, a California
12 limited liability company, Its Administrative
General Partner

13 By: UP Holdings, LLC, an Illinois limited
14 liability company, dba UP Holdings California,
LLC, Its Managing Member

15
16 By: Jessica Hoff Berzac, President

17 By: RH Community Builders LP, a
18 California limited partnership, its Member

19 By: WRBH LLC, a California limited
liability company, its General Partner

20
21 By: Wayne Rutledge, Manager

ATTEST:
Bernice E. Seidel
Clerk of the Board of
Supervisors
County of Fresno, State of
California

22
23
24
25
26
27
28 By: 
Deputy

Mailing Address:
c/o Crossroads Village Fresno
LLC 7370 N Lincoln Ave, Suite A
Lincolnwood, IL 60712

FOR ACCOUNTING USE ONLY:
Fund: SLFRF- 0026; HHAP-0001
Subclass: SLFRF - 91021;
HHAP-10000 ORG: SLFRF - 1033;
HHAP - 56107114 Account: HHAP -
7870

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By: Jennifer Litwak, Executive Director

11 _____
12 Brian Pacheco, Chairman of
the Board of Supervisors of the
County of Fresno

13 By: Crossroads Village Fresno, LLC, a California
14 limited liability company, Its Administrative
15 General Partner

16 By: UP Holdings, LLC, an Illinois limited
17 liability company, dba UP Holdings California,
18 LLC, Its Managing Member



19 _____
By: Jessica Hoff Berzac, President

ATTEST:
Bernice E. Seidel
Clerk of the Board of
Supervisors
County of Fresno, State of
California

20 By: RH Community Builders LP, a
21 California limited partnership, its Member

22 By: WRBH LLC, a California limited
23 liability company, its General Partner

24 _____
By: Wayne Rutledge, Manager

25 By: _____
26 Deputy

27 Mailing Address:
28 c/o Crossroads Village Fresno
LLC 7370 N Lincoln Ave, Suite A
Lincolnwood, IL 60712

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27 Clerk of the Board of
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liability company, its General Partner

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HHAP-10000 ORG: SLFRF - 1033;
HHAP - 56107114 Account: HHAP -
7870

1 **Exhibit A**

2 **Program Description**

3 SUBRECIPIENT represents that it is overseeing the rehabilitation and conversion of 165 interim
4 housing units (130 studios and 35 1-bedrooms) into 141 affordable permanent housing units (51 studios, 43
5 1-bedrooms, 39 2-bedrooms, 8 3-bedrooms, plus 2 manager units) located at Crossroads Village at 3737 N
6 Blackstone Avenue in the City of Fresno. The 141 units will be targeted towards individuals and families
7 making less than or equal to 30% of the Area Median Income (AMI) of Fresno County. The rehabilitation will
8 move partition walls between units to allow for larger units and a variety of unit types. Each unit will receive
9 kitchens and larger bathrooms that comply with Low-Income Housing Tax Credit (LIHTC) and Americans
10 with Disability Act (ADA) requirements. Common areas, such as the existing lobby, will be modified and
11 expanded to allow for resident services spaces such as counseling and a community room. Exterior work
12 includes adding a playground, dog run, basketball courts, picnic tables, and barbecue areas for the residents
13 to enjoy. The property will also include ample office and meeting space for social service delivery, as well as
14 tenant amenities, including laundry, a computer center, community green space, pool, and security. The
15 rehabilitation will bring dozens of needed long-term affordable housing units to the Fresno community.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall provide to COUNTY requests for payments for eligible expenses to
4 complete the Program for the amount not to exceed Two Million Three Hundred Fifty Thousand Dollars
5 (\$2,350,000). SUBRECIPIENT shall make payment requests to cover eligible expenditures in support of
6 the Program, as represented in Exhibit B, Table 1-1. SUBRECIPIENT shall use the Drawdown Request
7 Form to submit detailed payment requests on monthly intervals (30 days) for eligible expenditures, and
8 shall include copies of purchase orders, receipts, and reimbursement requests, detailing items
9 purchased, and expenses incurred, or anticipated to be incurred, in support of the Program.
10

11 **Table 1-1, Expenditure Plan**

12

LINE ITEMS	PROJECTED PROGRAM COSTS
Architectural & Engineering Design	\$852,732.00
Plan Check & Permit Fees	\$170,000.00
Third Party Studies & Reports – Environmental, Accessibility, Services	\$70,000.00
Legal Fees	\$85,000.00
Accounting & Organizational Fees	\$20,000.00
Construction Costs	\$1,152,268.00
Total Costs:	\$2,350,000.00

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1 **Exhibit B (continued)**

2 **Drawdown Request Form**

3 Date:

4 Email to:

5 dssinvoices@fresnocountyca.gov
6 fresnocao@fresnocountycao.gov (ARPA
– SLFRF Coordinator)

7
8
9 **Subject: Drawdown Request for**

Subrecipient Program Subrecipient Name

10 In accordance with the executed Agreement for the above-referenced Program, the
11 [Subrecipient Name] is requesting payment of \$ _____ in support of the Program.

12 The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the
13 amount of work that has been completed to date, detailing items purchased, and expenses
14 incurred or anticipated to be incurred in support of the Program in accordance with the
15 Subrecipient Expenditure Plan (Exhibit B, Table 1-1) documented in the executed Agreement,
16 and as evidenced by the enclosed invoices and supporting documents.

17
18 **Payee Invoice # / Contract # Amount**

19
20
21
22 Sincerely,

23
24 [Subrecipient Officer]

25 [Subrecipient Name]

26 Enclosure(s)

Exhibit C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Identifying and demographic information (DUNS):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period Start Date:	Reporting Period End Date:
Expenditure Category: 2 Negative Economic Impacts	
Total Award: \$2,350,000	Remaining Balance:

EXPENDITURES					
Category		Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
2	Expenditure Category: Negative Economic Impacts				
2.15	Long-term Housing Security: Affordable Housing				
TOTAL					

PROJECT STATUS

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one.

<input type="checkbox"/>	Not started
<input type="checkbox"/>	completed less than 50 percent
<input type="checkbox"/>	completed more than 50 percent
<input checked="" type="checkbox"/>	Completed

AUTHORIZED SIGNATURE

Signature

Prepared by: (print name)

Date

1 **Exhibit D**

2 **Annual Performance Report**

3 All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are
4 required to produce an Annual Report. The Annual Report provides information on the
5 SUBRECIPIENT's Program, and how it plans to ensure program outcomes are achieved in an
6 effective and equitable manner.

7 The initial Annual Report must cover the period from the date of award to the following June 30th and
8 must be submitted to the County within 15 calendar days after the end of the reporting period.
9 Thereafter, the Annual Report will cover a 12-month period and subrecipients will be required to
10 submit the report to the County within 15 calendar days after the end of the 12-month period (by July
11 15th).

12

Annual Report	Period Covered	Due Date
1	Award – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	January 15, 2027

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18 **Instructions:**

19 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting
20 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-
21 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.
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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

1 **Exhibit F**

2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
3 AWARD TERMS AND CONDITIONS
4

5 1. Use of Funds.

- 6 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used
7 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations
8 implementing that section, and guidance issued by Treasury regarding the foregoing.
9 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the
10 institutional, managerial, and financial capability to ensure proper planning, management, and
11 completion of such project.
12

13 2. Period of Performance. The period of performance for this award begins on the date hereof and
14 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use
15 award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on
16 December 31, 2024.
17

18 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as
19 they relate to this award.
20

21 4. Maintenance of and Access to Records.

- 22 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with
23 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by
24 Treasury regarding the foregoing.
25 b) The Treasury Office of Inspector General and the Government Accountability Office, or their
26 authorized representatives, shall have the right of access to records (electronic and otherwise) of
27 Subrecipient in order to conduct audits or other investigations.
28

1 c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been
2 expended or returned to Treasury, whichever is later.

3
4 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding
5 from this award.

6
7 6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct
8 and indirect costs as specified in the Scope of Work.

9
10 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

11
12 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest
13 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each
14 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the
15 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in
16 accordance with 2 C.F.R. § 200.112.

17
18 9. Compliance with Applicable Law and Regulations.

19 a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted
20 by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the
21 foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations,
22 and executive orders, and Subrecipient shall provide for such compliance by other parties in any
23 agreements it enters into with other parties relating to this award.

24 b) Federal regulations applicable to this award include, without limitation, the following:

25 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
26 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are
27 inapplicable to this Award and subject to such exceptions as may be otherwise provided by
28

1 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the
2 Single Audit Act, shall apply to this award.

- 3 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant
4 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated
5 by reference.
- 6 iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant
7 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated
8 by reference.
- 9 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension
10 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or
11 condition in all lower tier covered transactions (contracts and subcontracts described in 2
12 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's
13 implementing regulation at 31 C.F.R. Part 19.
- 14 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth
15 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 16 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 17 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 18 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42
19 ix. U.S.C. §§ 4601-4655) and implementing regulations.
- 20 x. Generally applicable federal environmental laws and regulations.

21 c) Statutes and regulations prohibiting discrimination applicable to this award include, without
22 limitation, the following:

- 23 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's
24 ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of
25 race, color, or national origin under programs or activities receiving federal financial
26 assistance;
- 27 iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
28 which prohibits discrimination in housing on the basis of race, color,

- 1 iv. religion, national origin, sex, familial status, or disability;
- 2 v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
- 3 prohibits discrimination on the basis of disability under any program or activity receiving
- 4 federal financial assistance;
- 5 vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
- 6 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
- 7 the basis of age in programs or activities receiving federal financial assistance; and
- 8 vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
- 9 seq.), which prohibits discrimination on the basis of disability under programs, activities, and
- 10 services provided or made available by state and local governments or instrumentalities or
- 11 agencies thereto.

12

13 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act,

14 other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program

15 requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future

16 award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a

17 violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall

18 be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be

19 subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

20

21 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5

22 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government

23 employees whose principal employment is in connection with an activity financed in whole or in part by this

24 federal assistance.

25

26 12. False Statements. Subrecipient understands that making false statements or claims in connection

27 with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions,

28

1 including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards
2 or contracts, and/or any other remedy available by law.

3
4 13. Publications. Any publications produced with funds from this award must display the following
5 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP
6 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

7
8 14. Debts Owed the Federal Government.

- 9 a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally
10 determined to be authorized to retain under the terms of this award; (2) that are determined by the
11 Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury
12 to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and
13 have not been repaid by Subrecipient shall constitute a debt to the federal government.

14 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is
15 delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment,
16 unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly
17 retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to
18 collect such a debt.

19
20 15. Disclaimer.

- 21 a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third
22 persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property
23 damages, or any other losses resulting in any way from the performance of this award or any other
24 losses resulting in any way from the performance of this award or any contract, or subcontract
25 under this award.
- 26 b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship
27 between the United States and Subrecipient.

1 16. Protections for Whistleblowers.

- 2 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise
3 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities
4 provided below, information that the employee reasonably believes is evidence of gross
5 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority
6 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or
7 a violation of law, rule, or regulation related to a federal contract (including the competition for or
8 negotiation of a contract) or grant.
- 9 b) The list of persons and entities referenced in the paragraph above includes the following:
- 10 i. A member of Congress or a representative of a committee of Congress;
 - 11 ii. An Inspector General;
 - 12 iii. The Government Accountability Office;
 - 13 iv. A Treasury employee responsible for contract or grant oversight or management;
 - 14 v. An authorized official of the Department of Justice or other law enforcement agency;
 - 15 vi. A court or grand jury; or
 - 16 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who
17 has the responsibility to investigate, discover, or address misconduct.
- 18 c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this
19 section, in the predominant native language of the workforce.
20

21 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217
22 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt
23 policies and programs for their employees when operating company-owned, rented or personally owned
24 vehicles.
25

26 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,
27 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce
28

1 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies
2 to decrease accidents caused by distracted drivers.

3
4 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF
5 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
6

7 As a condition of receipt of federal financial assistance from the Department of the Treasury, the
8 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal
9 grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of
10 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,
11 and other arrangements with the intention of providing assistance. Federal financial assistance does not
12 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by
13 the Federal government at market value, or programs that provide direct benefits.

14 The assurances apply to all federal financial assistance from, or funds made available through the
15 Department of the Treasury, including any assistance that the Subrecipient may request in the future.

16 The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of
17 the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the
18 Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 19
20 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,
21 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
22 discrimination under programs and activities receiving federal financial assistance, of any person in
23 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as
24 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
25 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
26 memoranda, and/or guidance documents.
- 27 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
28 with Limited English Proficiency," seeks to improve access to federally assisted programs and

1 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
2 Subrecipient understands that denying a person access to its programs, services, and activities
3 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
4 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,
5 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
6 directives, to ensure that LEP persons have meaningful access to its programs, services, and
7 activities. Subrecipient understands and agrees that meaningful access may entail providing
8 language assistance services, including oral interpretation and written translation where necessary,
9 to ensure effective communication in the Subrecipient's programs, services, and activities.

10 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient
11 develops applicable budgets and conducts programs, services, and activities. As a resource, the
12 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
13 on taking reasonable steps to provide meaningful access for LEP persons, please visit
14 <http://www.lep.gov>.

15 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition
16 of continued receipt of federal financial assistance and is binding upon Subrecipient and
17 Subrecipient's successors, transferees, and assignees for the period in which such assistance is
18 provided.

19 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,
20 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
21 agrees to incorporate the following language in every contract or agreement subject to Title VI and
22 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,
23 subcontractors, successors, transferees, and assignees:

24 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*
25 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*
26 *financial assistance from excluding from a program or activity, denying benefits of, or*
27 *otherwise discriminating against a person on the basis of race, color, or national origin (42*
28 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*

1 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*
2 *this contract (or agreement). Title VI also includes protection to persons with "Limited*
3 *English Proficiency" in any program or activity receiving federal financial assistance, 42*
4 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*
5 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*
6 *contract or agreement.*

- 7 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
8 with the aid of federal financial assistance by the Department of the Treasury, this assurance
9 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
10 during which the real property or structure is used for a purpose for which the federal financial
11 assistance is extended or for another purpose involving the provision of similar services or benefits.
12 If any personal property is provided, this assurance obligates the Subrecipient for the period during
13 which it retains ownership or possession of the property.
- 14 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
15 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
16 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
17 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
18 and reporting requirements.
- 19 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
20 complaints of discrimination on the grounds of race, color, or national origin, and limited English
21 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
22 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
23 completed, including outcome. Subrecipient also must inform the Department of the Treasury if
24 Subrecipient has received no complaints under Title VI.
- 25 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-
26 compliance of Title VI and efforts to address the non-compliance, including any voluntary
27 compliance or other agreements between the Subrecipient and the administrative agency that
28 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the

1 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject
2 of any court or administrative agency finding of discrimination, please so state.

3 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is
4 responsible for ensuring that sub-recipients also comply with Title VI and other applicable
5 authorities covered in this document State agencies that make sub-awards must have in place
6 standard grant assurances and review procedures to demonstrate that that they are effectively
7 monitoring the civil rights compliance of subrecipients.

8
9 The United States of America has the right to seek judicial enforcement of the terms of this assurances
10 document, and nothing in this document alters or limits the federal enforcement measures that the United
11 States may take in order to address violations of this document or applicable federal law.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
21-HHAP-00063PURCHASING AUTHORITY NUMBER (If Applicable)
010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

\$1,063,150.00 (One Million Sixty Three Thousand One Hundred Fifty Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	9
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	General Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Fresno

CONTRACTOR BUSINESS ADDRESS

PO Box 24055

CITY

Fresno

STATE

CA

ZIP

93779

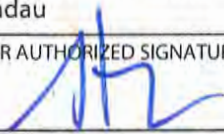
PRINTED NAME OF PERSON SIGNING

Steve Brandau

TITLE

Chairman, County of Fresno Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/10/2021

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of CaliforniaBy 
Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-HHAP-00063	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE


 Lourdes Castro Ramirez (Sep 20, 2021 12:36 PDT)

DATE SIGNED

Sep 20, 2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)

The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP-2 Notice of Funding Availability ("NOFA") to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this



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funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.


- c) Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP-2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

3) **Definitions**

The following HHAP-2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

- (a) "Agency" means the Business, Consumer Services, and Housing Agency.
- (b) "Applicant" means a Continuum of Care, city, or county.
- (c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.


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(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.



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(1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

(2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP-2 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

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- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - (i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - (ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - (iii) Shelter vacancy rate in the summer and winter months.
 - (iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - (v) A plan to connect residents to permanent housing.

5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:



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	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Fresno
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	PO Box 24055 Fresno, CA 93612
CONTRACT MANAGER	Victor Duron	Laura Moreno
PHONE NUMBER:	(916) 510-9442	(559) 600-2335
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	lhaga@fresnocountyca.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) Contractual Obligation:
 - i) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
 - ii) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.
 - iii) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority

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Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

- i) All HHAP-2 grant funds (**100 percent**) must be expended by **June 30, 2026**. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.5, subdivision (o)).

7) **Special Conditions**

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

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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP-2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP-2 funds.

a) Budget Changes

- i) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.
- ii) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP-2 Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP-2 funds according to an alternative expenditure plan. The HHAP-2 Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-2 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement - Two original copies of the signed STD 213 form and initialed Exhibits A through D


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- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP-2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

- a) Up to 5 percent of an applicant's HHAP-2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - i) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.
 - ii) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- b) The applicant shall not use more than 7 percent of a HHAP-2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.
- c) A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.
- d) Recipients of HHAP-2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-2 funds by May 31, 2023. If less than 50 percent is

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obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

- i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
 - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
 - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCFC for a subsequent round of awards by HCFC.
- f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

- g) HHAP-2 funds shall be expended by June 30, 2026
- h) In accordance with Health and Safety Code section 50220.5, subdivision (l), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

5) Ineligible Costs

HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

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HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this Agreement.


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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by 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 of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not 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 as allowed within Exhibit C Section 12 (Special Conditions – Grantees/SubGrantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to HCFC an application for HHAP-2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCFC.


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Grantee 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 Grantee'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 HCFC approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) **Annual Reports**

By January 1, 2022, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCFC in a format provided by HCFC. Annual Reports will include a request for data on expenditures and people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2027, the Grantee shall submit a final report, in a format provided by HCFC, as well as a detailed explanation of all uses of the Program funds.

b) **Expenditure Reports**

In addition to the annual reports, HCFC requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to HCFC on a form and method provided by HCFC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCFC deems appropriate or necessary. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) **Reporting Requirements**


i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by HCFC:

- (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.



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- (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-2 funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP-2 funding.
 - iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-2 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by HCFC.
 - iv) HCFC may require additional supplemental reporting with written notice to the Grantee.
 - v) Grantee may, at their discretion, fully expend their HHAP-2 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.
- d) **Auditing**
- Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:
- i) The audit shall be performed by an independent certified public accountant.


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- ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (l), if upon inspection of records HCFC identifies noncompliance with grant requirements HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

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.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:


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- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-2 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

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


- i) Bar the Grantee from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP-2 award(s) to the Grantee;
 - iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
 - iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Agency of all funds derived from the use of HHAP-2 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.
- c) All remedies available to Agency are cumulative and not exclusive.
- d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) 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 Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee 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 Agency to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee 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


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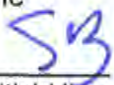
(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee 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.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

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. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **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 Grantee with any State agency to provide goods or services.
- b) **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 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


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general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee 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 a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Grantee's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and


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- ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

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

- a) The Grantee 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
- b) The Grantee, 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.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations


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The Grantee agrees to comply with all 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 HHAP-2 program, the Grantee, its subrecipients, and all eligible activities.

Grantee 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. Grantee 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. Grantee shall provide copies of permits and approvals to HCFC upon request.

14) Inspections

- a) Grantee 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.
- b) HCFC 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.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, 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.
- b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, 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 Agency.



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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 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, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational


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necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

- 5) Grantee shall include in their annual report and upon request from HCFC an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP-2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCFC.
- 6) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 7) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19
- 8) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.


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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.



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