CONTRACTOR'S COPY

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

34943

AGREEMENT NUMBER
17-ESG-11837
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
City of Long Beach

APPROVED AS TO FORM
4/17, 20 18
CHARLES PARKIN, City Attorney
By
LINDA T. VU
DEPUTY CITY ATTORNEY

2. The term of this Agreement is: **Upon HCD Approval through 10/30/2019**

3. The maximum amount of this Agreement is: **$287,446.00**

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.

Exhibit A - Authority, Purpose and Scope of Work	3
Exhibit B - Budget Detail and Payment Provisions	3
Exhibit C - State of California General Terms and Conditions*	GTC - 04/2017
Exhibit D - ESG Program Terms and Conditions	9
Exhibit E - Special Terms and Conditions	5
Exhibit F - Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED	20 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. The GTC 04/2017 documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership,etc)
City of Long Beach

BY (Authorized Signature) — DATE SIGNED (Do not type): 4/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Patrick H. West, City Manager

ADDRESS
300 W. Ocean Boulevard, 3rd Floor, Long Beach, CA 90802

STATE OF CALIFORNIA

AGENCY NAME
Department of Housing and Community Development

BY (Authorized Signature) — DATE SIGNED (Do not type): 5/9/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch

ADDRESS
2020 W. El Camino Ave., Sacramento, CA 95833

California Department of General Service Use Only

MAY 0 9 2018

X | **Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement ("Agreement") will provide official notification of the conditional reservation of funds under the Department of Housing and Community Development's (referred to herein as "HCD" or "Department") administration of the Emergency Solutions Grants ("ESG") Program for non-formula jurisdictions pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations"), 25 California Code of Regulations (CCR), Section 8400 et seq. ("State Regulations") all as shall be amended from time to time. HCD receives federal funds for ESG from the United States Department of Housing and Urban Development (HUD), and CA ESG funds as allocated in the 2016-17 California Budget Bill, SB 826 pursuant to Chapter 19, Section 50899.1 of Part 2 of Division 31 of the Health and Safety Code ("CA ESG Statute"); and the California Emergency Solutions Grants Program, Program Guidelines, Section100 et seq. In accepting this conditional reservation of funds, Contractor (sometimes referred to herein as "Grantee" or "Administrative Entity") agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability under which the Contractor applied, the representations contained in the Contractor's recommendations for this funding allocation, and the requirements of the authorities cited above.

2. Scope of Work

A. Contractor shall perform the Work required by 25 CCR Section 8403 and as described in the Application, which is on file at the Department, Division of Financial Assistance, 2020 West El Camino Avenue, Sacramento, California 95833. Contactor's selected homeless service providers shall perform the Work set forth in Exhibit B, Paragraph 1. All written materials or alterations submitted as addenda to the original award recommendation package submitted by the Contractor and which are approved in writing by the ESG NOFA Award or Contract Manager, or higher Departmental official, as appropriate, are hereby incorporated as part of the application/award recommendation package submitted to the Department. The Department reserves the right to require the Contractor to modify any or all parts of the award recommendation package in order to comply with ESG requirements. The Department reserves the right to review and approve all Work to be performed by the Contractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing, for review and approval by the Department, and may require a contract amendment. Any approval shall not be presumed unless such approval is made by the Department in writing.

B. Contractor shall perform the Work, only in the areas as identified, and in accordance to the approved ESG Application and required by 25 CCR Section 8403 according to the Federal ESG and CA ESG requirements. Contactor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG grant.

EXHIBIT A

3. Contract Amount of Agreement

Grant Award Amount: $ 287,446
Federal ESG Award: $0
CA ESG Award: $287,446

4. Term of Agreement and Deadlines

A. All Program funds shall be expended by: July 30, 2019.

A. All Final Funds Requests shall be submitted to the Department within 60 days after the expenditure deadline.

B. This Agreement will expire on: October 30, 2019.

C. Reimbursements will not be made after this Agreement expires.

5. Department Contract Coordinator

The coordinator of this Agreement for the Department is the Program Manager for the Contracts Management Section, Division of Financial Assistance, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Program Representative:

Department of Housing and Community Development
Division of Financial Assistance, Contract Management Section
Emergency Solutions Grants Program Representative
2020 West El Camino Avenue, Suite 400
Sacramento, California 95833

6. Contractor's Contract Coordinators

Contractor's Authorized Representative for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement shall be mailed by first class mail to the following address:

Contractor Authorized Representative:	Mr. Patrick H. West, City Manager City of Long Beach Department of Health and Human Services 333 W. Ocean Boulevard Long Beach, CA 90802
Phone:	(562) 570-6916
Email:	patrick.west@longbeach.gov

EXHIBIT A

7. **Special Conditions**:

None.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail and Description of Work

ESG funds shall be used for the following activities, as described under the federal ESG regulations at 24 CFR Part 576, Subpart B—Program Components and Eligible Activities:

Rapid Rehousing Assistance	$163,845
Homelessness Prevention	$ 27,307
Centralized or Coordinated Entry System	$ 54,615
Homeless Management Information System (HMIS)	$ 27,307
Grant Administration	$ 14,372
Federal ESG Award Amount:	$ 0
CA-ESG Award Amount:	$287,446
TOTAL GRANT AWARD AMOUNT:	$287,446

2. Method of Payment

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of $5,000 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received within sixty (60) days of the effective date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 5, or any other address of which the Contractor has been notified in writing. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the effective date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit D, Paragraph 1A. Reimbursements will not be made after this Agreement expires.

The first request for disbursement shall include expenditure detail. After the first request, the Department may rely on the Contractor's certification that expenditures claimed in a request for disbursement are eligible and necessary, provided that the Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for three (3) years after the Department closes its HUD grant. NOTE: Record retention is based on *the Department's HUD closing date; NOT three years from this Agreement expiration*. The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

EXHIBIT B

Contractor shall not receive an advance or be reimbursed for expenditures incurred prior to the effective date of this Agreement even if all environmental review requirements have been met. Environmental review compliance shall include compliance with 24 C.F.R. Part 50. Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, Section 4.

3. **Budget Changes**

After the effective date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8408 and 8409.

Contractor agrees to notify the Department of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System. For line item changes representing more than twenty five (25) percent of the overall project budget, a contract amendment is required.

4. **Ineligible Costs**

A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities referenced as ineligible in 25 CCR 8408. The Department reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If Contractor or its funded subrecipients use ESG funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department, and shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.

B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the Department or its designee, by the Contractor. Expenditures for Work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized if the performance of such Work is approved in writing by the Department prior to the Commencement of such Work.

C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

5. **Indirect Costs**

Contractor and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;

EXHIBIT B

B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,

C. Maintain records including evidence of the Modified Total Direct Cost (MTDC) (2 CFR 200.68) calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

EXHIBIT D

ESG PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

A. This Agreement is effective upon approval by the Department, which is the date stamped by the Department in the lower right hand corner of page one, Standard Agreement, STD. 213. Contractor agrees that the Work shall not commence, nor any costs to be paid with ESG funds be incurred or obligated by any party prior to execution of this Agreement by the Department, completion of all required environmental clearances, and compliance with the applicable conditions of this Agreement. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 4.

B. Contractor must obligate all funds within 180 days from the date of the award notification letter. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within 180 days from the date of the award notification letter received by the general purpose local government.

C. Contractor and its subcontractors agree that the Work shall be completed by the expiration date specified in Exhibit A, Section 4 and that the Scope of Work will be provided for the full term of this Agreement.

D. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 180 days from the date the Department made the grant amount available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.

2. Sufficiency of Funds and Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority; or to comply with Exhibit E Paragraph 10 (D) of this Agreement. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the Notice of Termination.

B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after the determination was made.

EXHIBIT D

C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, 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 the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

E. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

3. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

4. Contractors and Subcontractors

A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior determination by the Department of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:

1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.

2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all Contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.

3) Comply with the applicable Equal Opportunity Requirements, described in Exhibit E, Paragraph 1, of this Agreement.

4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.

EXHIBIT D

5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

6) Agree to include all the terms of this Agreement in each subcontract.

C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds $25,000.

5. Liability Insurance

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect during the terms of this Agreement liability insurance in an amount of not less than $1,000,000.00 per occurrence with the Department named as an additionally insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department Program Representative for review and approval.

6. Inspections

A. Contractor 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. The Department 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. Contractor 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 or subcontractor until it is corrected.

7. Audit/Retention and Inspection of Records

A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

EXHIBIT D

NOTE: Record retention is based on *the Department's HUD closing date; NOT three years from this Agreement expiration*. The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

C. Private Nonprofit Organization and Unit of General Purpose Local Government grantees shall comply with the audit requirements contained in 2 CFR Part 200.

8. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with Federal and California ESG requirements. An onsite monitoring visit of homeless service providers listed in Exhibit A shall occur whenever determined necessary by the Contractor, but at least once during the grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403

D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to reimburse the full amount of the ESG award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).

EXHIBIT D

E. As requested by the Department, the Contractor shall submit to the Department all ESG monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with Federal and California ESG requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

9. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the Department to enforce the provisions of this Agreement or required performance by the Contractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the Department, to enforce these provisions.

10. Litigation

A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, 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. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

11. Compliance with Federal and State Law and Regulations

Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work. This includes but is not limited to complying with all relevant sections of 2 CFR Part 200.

12. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

EXHIBIT D

13. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body".

C. The construction contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

14. Matching Funds

A. Each Contractor shall be required to supplement the assistance provided through Federal ESG funds with funding from other sources. Each Contractor shall certify to the Department its compliance with this Paragraph 14, subparagraphs A and B, and shall include with such certification a description of the sources and amounts of such supplemental funds.

B. CA ESG funds may be used to satisfy the one-to-one match of the federal ESG funds and must be for the same approved activity. Matching contributions also may be obtained from any source, including any federal source other than Federal ESG awards, as well as state, local, and private sources. In calculating the amount of supplemental funds provided by a recipient under this part, a recipient may include the value of any donated material or building, the value of any lease on a building, any salary paid to staff to carry out the Contractor's program of the recipient and the value of the time and services contributed by volunteers to carry out the Contractor's program.

15. Eligible Activities

A. ESG funds awarded by the Contractor shall be used for the eligible activities set forth in Exhibit B as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional limitations or requirements shall apply.

EXHIBIT D

B. A maximum of ten percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities.

C. ESG funds shall not be used for renovation, conversion, or major rehabilitation activities pursuant to 576.102. Minor repairs to an ESG-funded Emergency shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG funds.

D. No less than 40% of these funds available to the Contractor must be awarded to rapid rehousing, except that Administrative Entities partnering with a neighboring Continuum of Care from the Balance of State Allocation must award 100% of both Service Area formula allocations to rapid rehousing.

E. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities:

1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

F. As set forth in the Department's 2016 Annual Action Plan to HUD:

1) Homelessness prevention activities are limited to a 10% of a funded project;

2) An emergency shelter or rapid rehousing project may also contain up to 10% in homeless prevention or street outreach activities; and,

3) The street outreach or rapid rehousing activity referenced in subparagraph (ii) may be subcontracted to another eligible provider or may be provided directly by the Contractor. Subcontracting ESG funds to other programs for purposes of carrying out activities that are not part of the program awarded funds under the Standard Agreement is not permitted.

G. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving ESG funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity

EXHIBIT D

16. Core Practices

A. All ESG-funded activities shall operate in a manner consistent with the requirements of 25 CCR 8409, including but not limited to use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

B. All service providers receiving CA ESG funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

17. Reporting and Recordkeeping

A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.

B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.

C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.

D. Contractor shall maintain all fiscal and program records pertaining to the Grant for a period of three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date; NOT three years from this Agreement expiration*. The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

E. Contractor shall submit required reports on forms approved by the Department.

EXHIBIT D

18. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws of regulations;

B. Directing Contractor or its subrecipients to stop incurring costs under the current grant;

C. Requiring that some or the entire grant amount is remitted to the Department;

D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;

E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

Contractor shall abide by all applicable local, State and Federal laws pertaining to the ESG Program, including, but not limited to, all other applicable Federal laws cited in the Federal Statutes and the Federal Regulations including, but not limited to, the following:

1. Equal Opportunity Requirements

A. The Civil Rights, Age Discrimination, and Rehabilitation Acts Assurance:

During the performance of this Agreement, Contractor assures that no otherwise qualified person shall be excluded from participation of employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, religion, religious preference, age, or handicap, under any program or activity funded by this Agreement as required by Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973 and all implementing regulations.

B. Affirmative Outreach:

1) Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

2) Contractor or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to person with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

C. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

1) The Work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns that

EXHIBIT E

provided economic opportunities for low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other impediment which would prevent them from complying with these requirements.

3) Contractor will send to each labor organization or representative of workers with which he/she had a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under Section 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Contractor shall include Section 3 clauses, of the HUD Act of 1968, in every contract and subcontract for Work, in connection with the project and will, at the direction of the Department, take appropriate action pursuant to the contract upon a finding that the Contractor or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. Contractor will not sublet any contract, under the above conditions, unless the Contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

2. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

If rapid rehousing or homeless prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

3. Environmental Review Responsibilities

The Contractor shall supply all available, relevant information necessary for HCD to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by HCD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an environmental impact statement (EIS).

EXHIBIT E

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property. For all funded applications, HCD will inform the subrecipient any required additional environmental review.

4. Lead-Based Paint Hazards

The assistance provided under this agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856) and implementing regulations at part 35, subparts A, B, J, K, and R of Title 24 apply to activities under the Program.

5. Uniform Administrative Requirements, Cost Principles and Audit Requirements Federal Award

Contractor will comply with the requirements of 2 CFR 200.

6. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG funds, must provide the Department with evidence of compliance with these requirements, as applicable.

7. Procurement of Recovered Materials

Contractor and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conversion and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. Faith-Based Activities

Pursuant to Section 8406 (b) (2) of the State Regulations, Contractor and its subrecipients listed in Exhibit B shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

EXHIBIT E

9. **Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body**

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

A. Who is an employee, agent, consultant, officer or elected as appointed official of the Contractor (or of any designated public agency); and,

B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

10. **State Contract Manual Requirements (Section 3.11, Federally-Funded Contracts (Rev. 3/03):**

A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

11. **Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA)** (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

EXHIBIT E

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Contractor or its subrecipients assure that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

B. It will implement an 'emergency transfer plan', which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.

C. It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."

D. It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.