

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Grant Type:	Homeless	Contract No:	GF-19-012	
Agency:	HomeFirst Services of Santa Clara County			
Project:	Operation of the San José Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari			
Description:	The GRANTEE will be responsible for the setup, the day-to-day operations and property maintenance, as well as the provision of programs and services administered at the Emergency Interim Housing (“EIH”) sites operating an Emergency Non-Congregate Shelter on site as described in this agreement. The provision of these operations and services are to provide a coronavirus disease (“COVID-19”) – related response during the public health emergency, and to provide programs and services as emergency Bridge Housing Communities (“BHC”) after the public health emergency.			
Funding Source:	CARES Act and SB89			
Grant Award Not to Exceed: Fiscal Year 2020-2021	CARES ACT: \$2,834,680 SB89: \$3,269,821 For a total not to exceed: \$6,104,501			
Payment Terms:	See EXHIBIT D			
Agreement Term:	Start Date:	6/15/2020	End Date:	06/30/2021

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	HomeFirst Services of Santa Clara County	Housing Department

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari
GF-19-012
T-29594.010/1727498

Address for Legal Notice: City/State/Zip Code:	507 Valley Way Milpitas, CA 95035	200 E. Santa Clara St., 12 th Floor San José, CA 95113-1907
Attention:	Andrea Urton, Chief Executive Officer	Jacky Morales-Ferrand, Director
Email Address:	aurton@homefirstscc.org	Jacky.Morales-Ferrand@sanjoseca.gov
Telephone No:	(408) 539-2113	(408) 535-3855
Taxpayer ID	94-2684272	
DUNS No.:	158280180	
Type of Entity:	501(c)(3) – Public Benefit Corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	René Ramirez
Title:	Chief Operating Officer
Telephone No:	(408) 539-2118
Email:	rramirez@homefirstscc.org

CITY Representative:	Warda Ali
Title:	Analyst
Telephone No:	(408) 975-4419
Email:	warda.ali@sanjoseca.gov

EXHIBIT LIST

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit A: Scope of Services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit B: Performance Measures/Numeric Goals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit C: Fiscal Year 2020-2021 Budget Summary
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit D: Payments to Grantee and Reporting Schedule
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit E: General Fund Grant Conditions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit G: Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit H: Retroactive Services

Exhibit I: Federal Fund Provisions/Coronavirus Relief Fund
Recipient Conditions

To the extent applicable, the following grant provisions are required for this AGREEMENT. (Check all provisions that apply.)

REQUIRED LANGUAGE ATTACHMENT

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	City of San José Funding
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Federal
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State
<input type="checkbox"/>	<input checked="" type="checkbox"/>	County
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Public Agency
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private Funding Agency

I certify that I have read and hereby consent to all the terms and provisions contained in the attached AGREEMENT, including without limitation, all exhibits. Said AGREEMENT is hereby incorporated.

WITNESS THE EXECUTION HEREOF the day and year first herein written.

HOMEFIRST SERVICES OF SANTA CLARA COUNTY, a California nonprofit public benefit corporation

GRANTEE Signature:



Date: 10-8-2020

Print Name:

Rene Ramirez

Title:

Chief Operations Officer

CITY OF SAN JOSE, a California municipal corporation

LELAND WILCOX
Chief of Staff, City Manager's
Office



Date: 10/9/2020

APPROVED AS TO FORM:

RENÉ ALEJANDRO
ORTEGA
Deputy City Attorney



Date: 10/8/2020



**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

CITY OF SAN JOSE HOUSING DEPARTMENT GF GRANT AGREEMENT

This GF GRANT AGREEMENT (“AGREEMENT”) is made and entered as of June 30, 2020 by CITY, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (“CITY”), and, HOMEFIRST SERVICES OF SANTA CLARA COUNTY, a California nonprofit public benefit corporation (“GRANTEE”). CITY and GRANTEE are sometimes collectively referred to as “Parties” and individually as “Party”.

RECITALS

WHEREAS, on March 4, 2020, the Governor of California proclaimed a State of Emergency (Executive Order N-25-20) to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 6, 2020, CITY issued a Proclamation of Local Emergency finding that the existence and threat of COVID-19 in the community give rise to conditions of extreme peril to the safety and health of persons within CITY; and

WHEREAS, the United States Secretary of Health and Human Services declared a public health emergency on January 31, 2020, and the President issued on March 13, 2020 a Proclamation on Declaring a National Emergency Concerning COVID-19 beginning March 1, 2020; and

WHEREAS, on March 16, 2020, the Santa Clara County Public Health Officer issued an Order to all residents to shelter in place and businesses to close except for essential activities, essential services and governmental services as defined under Section 10 of the Order; and

WHEREAS, on March 19, 2020, the Governor issued an Order (Executive Order N-33-20) that all individuals living in the State of California stay home or at their place of residence, except as needed to maintain continuity of operations for certain critical infrastructure sectors, to protect the public health of Californians, to mitigate the impact of COVID-19, and to ensure the healthcare delivery system is capable of serving all; and

WHEREAS, as a result of the Nationwide Proclamation, State Executive Orders, County Order, and City Proclamation of Local Emergency in response to COVID-19 (“COVID-19 EMERGENCY”), additional emergency non-congregate shelter facilities (“EMERGENCY NCS”) must be brought on line to meet the public’s need for places to accommodate

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

persons with medical referral or recommendation for isolation or quarantine as a social distancing measure due to the COVID-19 EMERGENCY (“EMERGENCY NCS NEED”)

WHEREAS, the CITY desires to make available certain non-congregate facilities for referred clients at “high-risk” who have a medical referral or recommendation for isolation or quarantine in connection with COVID-19 (ELIGIBLE NCS PARTICIPANTS);

WHEREAS, this EMERGENCY NCS NEED is limited to that which is reasonable and necessary to address the public health needs of the COVID-19 EMERGENCY and are required pursuant to direction of the State and County health officials as well as CITY’s Proclamation in response to COVID-19;

WHEREAS, the CITY issued a request for proposals on May 12, 2020, evaluated proposals submitted on May 28, and selected GRANTEE to provide the programs and services pursuant to this AGREEMENT

WHEREAS, GRANTEE is qualified to provide, and has agreed to provide, EMERGENCY NCS to ELIGIBLE NCS PARTICIPANTS, in a safe, private, and secure environment as part of the City of San José’s Emergency Interim Housing (“EIH”) program to meet CITY’s needs;

WHEREAS, CITY desires to grant Coronavirus Aid, Relief, and Economic Security (“CARES”) Act and Senate Bill (“SB”) 89 funding for the services in this AGREEMENT to be provided by GRANTEE; and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this AGREEMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to June 15, 2020;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to perform those services specified in **EXHIBIT A** of this AGREEMENT as follows:

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: PROGRAM COORDINATION

A. **CITY:** The Director of the CITY Housing Department, now Jacky Morales-Ferrand, also identified on the Summary Pages under City of San José (hereinafter “Director”), or

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

his or her designee, shall be the CITY official responsible for the Program and shall render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by CITY shall be under the overall direction of the Director.

B. GRANTEE: GRANTEE shall identify a single project director, now Rene Ramirez, Chief Operating Officer, who shall have overall responsibility for the progress and execution of this AGREEMENT (“GRANTEE Contract Manager”) as also identified on the Summary Pages. Additionally, GRANTEE shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute GRANTEE Contract Manager. Grantee Contract Manager and GRANTEE staff will fully cooperate with the Director relating to the work or services provided hereunder.

SECTION 2: TERM OF AGREEMENT AND GRANT AWARD

A. The term of this AGREEMENT (“Term”) shall commence on June 15, 2020 (the “Start Date”) as also set forth in the Summary Pages and shall expire on June 30, 2021 (the “End Date”) as also set forth in the Summary Pages unless extended or sooner terminated in accordance with the terms of this AGREEMENT. Regardless of the date of execution of this AGREEMENT, this AGREEMENT is effective as of the Start Date.

B. The GRANTEE shall have the option to renew this AGREEMENT for an additional year at the end of the initial term, subject to satisfactorily providing the services referenced herein, and if additional funds are required, the appropriation of funds by the Council of the CITY. If this AGREEMENT is extended, a request to extend this AGREEMENT along with a description of the revised Scope of Services (attached hereto as **EXHIBIT A**) should be submitted by GRANTEE to the CITY no less than forty-five (45) days prior to the expiration date. An extension must be set forth in a written amendment to this AGREEMENT, signed by authorized representatives of CITY and GRANTEE.

SECTION 3: GRANT SERVICES

GRANTEE shall perform those services as specified in detail on **EXHIBIT A** titled “Scope of Services” (“Grant Services”) and shall comply with the terms and conditions of this AGREEMENT.

SECTION 4: PAYMENTS

A. CITY agrees to pay GRANTEE an amount not to exceed the amount set forth on the Summary Pages (“Grant Award”), for the services described in EXHIBIT A entitled “Scope of Services”, and which payment is subject to the terms and conditions set forth in

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT D entitled "Payments to GRANTEE and Reporting Schedule." Any costs incurred by GRANTEE above the Grant Award shall be at GRANTEE's sole cost and expense.

B. Upon execution of this AGREEMENT and encumbrance of funding, CITY shall provide an initial pre-payment to GRANTEE in the amount of One Hundred Thousand Dollars (\$100,000) for EIH ramp-up during the first four (4) months of this AGREEMENT. GRANTEE will adhere to the advance payments requirements as set forth in EXHIBIT D entitled "Payments to Grantee and Reporting Schedule".

C. GRANTEE will provide CITY with invoices or financial reports signed by the GRANTEE Contract Manager or other authorized GRANTEE representative with authority to confirm the accuracy of reported expenditures on a form approved by CITY, with applicable invoices and/or financial reports in sufficient detail to determine actual costs incurred, hours, services provided and any indirect, overhead or administrative costs charged to the CITY.

D. CITY will review invoices or financial reports for adherence to AGREEMENT requirements and services, and authorize and release payment to GRANTEE based upon claims submitted and within thirty (30) calendar days from receipt of invoice or financial reports and complete supporting documentation, provided that GRANTEE is not in default under any provisions of this AGREEMENT.

E. CITY will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT. GRANTEE shall in no event be reimbursed for costs incurred prior to June 15, 2020.

F. City's Manager or his or her designee may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE under this AGREEMENT, or not to make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:

1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this AGREEMENT;
2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Services;

3. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Grant Services which requires CITY approval;
4. If GRANTEE makes improper use of the Grant Award;
5. If GRANTEE fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, GRANTEE's failure to carry out the Grant Services or other obligations as described in any Exhibit to this AGREEMENT; or
6. If GRANTEE submits to CITY any report which is incorrect or incomplete in any material respect, or is untimely.

SECTION 5: DEFAULT AND TERMINATION OF AGREEMENT

A. CITY may, through its Director, terminate this AGREEMENT without cause by giving GRANTEE thirty (30) calendar days' written notice.

B. Each of GRANTEE's obligations under this AGREEMENT shall be deemed material. If GRANTEE fails to perform any of its obligations under this AGREEMENT, or any other AGREEMENT with the CITY, CITY may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which CITY may exercise its right of termination:

1. GRANTEE's breach of any of the representations or warranties contained in this AGREEMENT;
2. The occurrence of any of the events set forth in Section 5 for suspension or termination of CITY's payment of the Grant Award.

C. In the event of termination under this Section 5, GRANTEE shall have the following obligations:

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1. No later than thirty (30) days following the date of termination GRANTEE shall refund to CITY any unused portion of the Grant Award, except that GRANTEE shall have no obligation to refund to CITY any portion of the Grant Award that was distributed in accordance with the terms of the AGREEMENT. GRANTEE shall also provide CITY with a written report detailing the expenditures, if any, from the Grant Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to CITY any portion of the Grant Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination. Nothing in this AGREEMENT shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this AGREEMENT. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination, unless other payment terms are explicitly provided in **EXHIBIT D**.

2. Upon termination, GRANTEE shall immediately deliver to CITY any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subcontractor, if any, under this AGREEMENT.

D. Nothing in this AGREEMENT shall be construed so as to deprive CITY of its rights and remedies at law or in equity against GRANTEE.

E. The Director is authorized to terminate this AGREEMENT on CITY's behalf.

F. If the term of this AGREEMENT is more than one (1) year, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the Council of the CITY, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated by June 30 of any year, this AGREEMENT will automatically terminate, effective June 30.

G. CITY may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this AGREEMENT.

SECTION 6: ACCOUNTING AND FINANCIAL RECORDS

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of Grant Services, an adequate accounting system in accordance with

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

generally accepted accounting principles and standards and acceptable to Director covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this AGREEMENT. GRANTEE shall maintain its accounting system and shall provide CITY with reports that separate costs and expenses incurred by GRANTEE with CITY funds as distinguished from costs and expenses paid for from other funding sources.

SECTION 7: REPORTING REQUIREMENTS

GRANTEE shall submit reports related to GRANTEE's performance under this AGREEMENT prepared in accordance with **EXHIBIT B** and, to the extent applicable, on the schedule specified in **EXHIBIT D**. The format of the reports shall be as provided in this AGREEMENT unless otherwise directed by the Director. A final report shall be delivered to CITY prior to expiration of this AGREEMENT, as may be further described in **EXHIBIT B**.

SECTION 8: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS

GRANTEE agrees that the CITY's Manager, Auditor, Attorney or the Director, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this AGREEMENT, including the right to audit, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall cooperate with CITY in such audit, examination, further review and shall provide CITY with access to GRANTEE's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.

EXHIBIT B, titled "PERFORMANCE MEASURES/NUMERIC GOALS", may set forth additional standards regarding the CITY's right to audit, and GRANTEE's obligation to deliver to the CITY reports which may include audited financial reports.

SECTION 9: CITY ACKNOWLEDGMENT

GRANTEE shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding Grant Services, the Grant Award or this AGREEMENT.

SECTION 10: INSURANCE

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT G**, titled "INSURANCE", not later than the date of execution of this AGREEMENT and to maintain such policies throughout the term of this AGREEMENT. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the CITY as to form and content. These requirements may not be amended or waived unless approved in writing by the CITY's Risk Manager. GRANTEE agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this AGREEMENT.

SECTION 11: INDEMNIFICATION AND HOLD HARMLESS

A. GRANTEE agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, demands, causes of action, or liabilities incurred by CITY arising from, in whole or in part, directly or indirectly, GRANTEE's acts or omissions under this AGREEMENT, except as may be caused by the sole, active negligence or willful misconduct of CITY. In any action or claim against CITY in which GRANTEE is defending CITY, CITY shall have the right to approve legal counsel providing CITY's defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of CITY's property, except as may be caused by the CITY's sole, active negligence or willful misconduct.

B. The GRANTEE's obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 12: NOTICES

A. Any communication or notice to either Party shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile, or electronic mail, to the respective Parties addressed as referenced on the Summary Page of this AGREEMENT.

B. Either Party may change its address by sending written notice of the new address to the other Party pursuant to this Section 12.

SECTION 13: AMENDMENTS

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT and any such adjustment to this AGREEMENT shall be

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

effective only upon the mutual AGREEMENT in writing of the authorized representatives of the Parties.

SECTION 14: COMPLIANCE WITH LAWS/NONDISCRIMINATION

A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CITY policies.

B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin pursuant to anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974, and Section 504 of the Rehabilitation Act of 1973, and in connection with or related to the performance of this AGREEMENT.

C. GRANTEE shall fully implement and comply with its City-approved Language Access Plan to ensure that Limited English Proficient clients have equal access to community programs and services.

D. GRANTEE shall include in all outreach and marketing materials, including public websites, an affirmative statement that they will provide services or benefits to all persons, including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Should the organization not comply with this requirement, the CITY will withhold any and all federal funding until such time as the organization is in compliance.

E. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this AGREEMENT prior to the date of commencement, including, but not limited to a City of San José business tax certificate or exemption, if applicable, with the CITY's Finance Department to operate in the CITY. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

F. In the event there are conflicting terms in this Agreement or if the terms of this Agreement conflict with laws existing during the term of this Agreement, the stricter terms shall take precedent over the more lenient, unless otherwise stated. The following examples are intended to provide clarity on this point: (i) if the maximum administrative fee allowed under the Agreement is ten (10%), but federal law allows for only seven (7%), then the stricter seven (7%) maximum under federal law would govern; or, (ii) if the agreement provides GRANTEE retain records for five (5) years, but the federal

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

regulations are amended during the term to be seven (7) years, then the stricter seven (7) year retention requirement governs.

SECTION 15: RELATIONSHIP OF PARTIES

A. It is understood and agreed by and between the Parties that GRANTEE in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.

B. The Parties agree that GRANTEE and GRANTEE's employees shall be at all times independent contractors and not agents or employees of the CITY, and that GRANTEE and GRANTEE's employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the CITY, or any compensation other than as prescribed herein, and GRANTEE and GRANTEE's employees expressly waive any claim it/they may have to any such rights.

C. Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture, or employment between GRANTEE and CITY. Each Party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other Party in any way.

SECTION 16: WAIVER

A. In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by CITY or GRANTEE of any breach of covenants or conditions of this AGREEMENT or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.

B. The waiver by any Party of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this AGREEMENT.

SECTION 17: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

GRANTEE represents and warrants that it has the authority to enter into this AGREEMENT. GRANTEE further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on GRANTEE's behalf.

SECTION 18: INTEGRATED DOCUMENT

This AGREEMENT, including the Summary Pages and any exhibits, are incorporated herein and embody the entire AGREEMENT between CITY and GRANTEE. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY. This AGREEMENT supersedes any prior agreement concerning this same subject matter which may have been executed by the Parties.

SECTION 19: SEVERABILITY OF PROVISIONS

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affects the purpose of this AGREEMENT, then the Parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either Party may terminate this AGREEMENT. In the event of termination, the provisions of Section 5 as related to repayment of the Grant Award shall apply.

SECTION 20: VENUE

The Parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this AGREEMENT, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 21: CONFLICT OF INTEREST

GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, *et seq.*), with the conflict of interest provisions of Government Code Section 1090 *et seq.* and with the CITY's Code of Ethics, set forth in City Council policy

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

0-15. GRANTEE shall promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 22: RELIGIOUS/POLITICAL ACTIVITIES

A. GRANTEE shall not expend any portion of the Grant Award to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this Section 22, shall be deemed a disallowed cost.

B. GRANTEE shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 23: ASSIGNABILITY

The Parties agree that the expertise and experience of GRANTEE are material considerations for this AGREEMENT. Unless specifically authorized by this AGREEMENT, GRANTEE may not assign the performance of any obligation or interest under this AGREEMENT, including subcontracting, without the prior written consent of CITY. Any attempt by GRANTEE to assign this AGREEMENT, in violation of this Section 23, will be voidable at CITY's sole option.

SECTION 24: SUBCONTRACTS

A. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.

B. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.

C. GRANTEE assures that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and provides copies of such to CITY.

D. GRANTEE will provide CITY with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.

E. CITY has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this AGREEMENT.

SECTION 25: EMPLOYEES/VOLUNTEERS

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

A. Any and all personnel employed or volunteers retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE.

B. GRANTEE shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Sections 5164. GRANTEE shall fully indemnify, defend, and hold harmless CITY for any such hiring. GRANTEE shall notify CITY in writing of any violation of this provision as soon as is reasonably practicable.

C. GRANTEE shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the tuberculosis (TB) testing requirements set forth in Section 5163 of the California Public Resources Code.

D. Regardless of whether services have been provided prior to full execution of this AGREEMENT, GRANTEE certifies to the CITY that all services were provided in full compliance with the terms and provisions of this AGREEMENT.

E. To give effect to California Public Resources Code Sections 5163 and 5164, GRANTEE shall follow the procedures contained in **EXHIBIT F** attached hereto. In the event GRANTEE chooses a different national criminal database for complying with the Federal Bureau of Investigation (FBI) requirement for background checks, then such alternative database shall be subject to the CITY's prior written approval.

SECTION 26: CONTRACTOR'S FINANCIALS

A. City Council requires that each non-profit organization receiving Two Hundred Ninety Thousand Dollars (\$320,000) or more in funds from the CITY (in the aggregate) during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within one hundred fifty (150) days from the end of the non-profit's fiscal year (which period may be extended by the CITY's Manager based upon a showing of hardship or other good cause) and must be submitted to the CITY's Housing Department and posted at the GRANTEE's website at an easily accessible location. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the CITY.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

B. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the CITY, which provide for the payment of an aggregate amount that equals or exceeds Two Hundred Ninety Thousand Dollars (\$320,000) in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of Two Hundred Ninety Thousand Dollars (\$320,000). The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendments to such agreements brings the total annual funding to equal or exceed Two Hundred Ninety Thousand Dollars (\$320,000), and also to any other agreements with the CITY that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.

C. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY which provide for grants and/or subsidies from the CITY in an aggregate amount equaling or exceeding Two Hundred Ninety Thousand Dollars (\$320,000). Without limitation of any other remedy, GRANTEE's failure to comply with this requirement may be taken into consideration when evaluating GRANTEE's request for future grant funds or subsidies.

D. Organizations receiving an aggregate amount of Twenty-Five Thousand Dollars (\$25,000) or more in funds from the CITY during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and submit via the CITY's WebGrants grant management system, ("WebGrants"), a completed Financial Dashboard. CITY's project director will provide a CITY approved Financial Dashboard template upon request. The Financial Dashboard must be submitted via WebGrants within six (6) months from the end of GRANTEE'S fiscal year. This includes the GRANTEE's previous fiscal year, if that year ended within six (6) months of the commencement of this AGREEMENT.

SECTION 27: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

A. GRANTEE agrees that, in the performance of this AGREEMENT, GRANTEE shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the CITY's website at the following link: <https://www.sanjoseca.gov/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.).
2. Use of Energy Star Compliant equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.).
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etcetera.

SECTION 28: GIFTS

A. GRANTEE is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the CITY Municipal Code.

B. GRANTEE agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by GRANTEE. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in Section 5 of this AGREEMENT.

SECTION 29: DISQUALIFICATION OF FORMER EMPLOYEES

GRANTEE is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the CITY Municipal Code ("Revolving Door Ordinance"). GRANTEE shall not utilize either directly or indirectly any officer, employee or agent of GRANTEE to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

SECTION 30: NO THIRD PARTY RIGHTS

This Agreement does not constitute a binding commitment to any client or agency except CITY and GRANTEE. No third party rights are created for clients or other individuals.

SECTION 31: OWNERSHIP OF MATERIALS; APPLICANT/CLIENT REPORTS

GRANTEE agrees that it shall provide to CITY information regarding applicants or clients who applied for or received services under this AGREEMENT as needed for reporting and tracking required by applicable federal and state laws. Such information shall be reported in a format that does not identify the individual applicant or client. Training information or reports assembled by CITY from information provided by GRANTEE including, but not limited to, the number of clients enrolled; the number of clients that have completed training; and the number of clients who have entered employment in the area in which they have been trained is the property of CITY without restriction or limitation upon their use including the publication of such information.

SECTION 32: RECORDS

GRANTEE shall be solely responsible to implement internal controls and record keeping procedures that comply with this AGREEMENT and all applicable laws. GRANTEE's administrative, programmatic and financial records pertaining to the Program, or the AGREEMENT collectively, must sufficiently support the determination that expenditures are allowable. GRANTEE shall retain all records pertinent to this AGREEMENT for a period of five (5) years from the date of final payment for each fiscal year. GRANTEE shall retain such records beyond five (5) years so long as any litigation, audit, dispute or claim is pending.

SECTION 33: MISCELLANEOUS

- A. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only.
- B. Where this AGREEMENT refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.
- C. This AGREEMENT may be executed in any number of separate counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

D. In the spirit of cooperation, CITY requests that GRANTEE undertake good faith efforts to assist CITY with the 2020 Census. Such efforts may include, but are not limited to, distributing marketing materials developed by the United States Census, CITY or County of Santa Clara to members of the community that GRANTEE provides services to, especially in hard to count census tracts as identified by the U.S. Census or the CITY, as well as providing awareness of and encouraging participation in the Census through GRANTEE’s normal service delivery with special events, workshops, and other community activities, and through communication channels such as e-mail blasts, website, newsletters and social media.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

**EXHIBIT A
SCOPE OF SERVICES**

1.01 Project.

GRANTEE shall implement the Emergency Interim Housing (EIH) Program (“Project”) to address the Emergency Non-Congregate Shelter (NCS) Need. The primary purpose of the Project is to provide emergency interim housing to vulnerable homeless adults during the COVID-19 Emergency in a safe, private, and secure environment. After the public health emergency, the sites will operate as a Bridge Housing Community (BHC), offering onsite support services helping adults build stability and self-sufficiency homelessness to stable housing.

1.02 Project Area.

The Project Area is the incorporated area of the City of San José.

1.03 Location of Project.

Unless otherwise indicated, the Grant Services specified below will be offered at the following location:

Site Name
1. City site located at Monterey Road and Bernal Avenue
2. City site located at Rue Ferrari

1.04 Eligibility.

The EIH is an emergency interim housing program. During the emergency public health response to COVID-19, participants will be **ELIGIBLE NCS PARTICIPANTS** referred by the City of San José and County of Santa Clara.

ELIGIBLE NCS PARTICIPANTS shall remain eligible for the duration of the COVID-19 Emergency.

Within 30 days of termination of the COVID-19 Emergency, GRANTEE shall work with **ELIGIBLE NCS PARTICIPANTS**, either referred or enrolled in a supportive housing program, to transition them to Bridge Housing Communities (“BHC”) Program Participants. For those **ELIGIBLE NCS PARTICIPANTS** not enrolled in a

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Supportive Housing Program, GRANTEE shall attempt to transition those clients into alternative housing or shelter opportunities.

1.05 Description of Services.

The GRANTEE will be responsible for the day-to-day operations and property maintenance as well as programs and services administered at each site as described herein. The GRANTEE will carry out services and carry out the key responsibilities described herein.

The management and day-to-day operations and service provisions of the EIH may be conducted internally when appropriate, subcontracted through vendors as necessary, and/or coordinated through partner agencies and volunteer groups to supplement core facility amenities. During the COVID-19 EMERGENCY, the GRANTEE will provide appropriate on-site services or connection to suitable services to include housing search for suitable housing solutions and providing basic needs.

When the project operates as a BHC, the GRANTEE will provide support services that support self-sufficiency (e.g. financial workshops, resume building, nutrition, and conflict resolution) to participants with the goal of securing permanent housing for the participants. All vendors, partner agencies, subcontractors and/or volunteers providing services on site must be approved by the CITY prior to service delivery and will execute a right of entry agreement prior to entry on to the site.

GRANTEE will develop an EIH Operations and Services Plan for use during the COVID-19 EMERGENCY. When the program transitions to a BHC program, the GRANTEE will utilize the CITY approved Bridge Housing Communities (BHC) Operations & Services Plan (“O&S Plan”). The O&S Plan complies with the City of San José Bridge Housing Communities *Standards for Operations* in 5.09.600 of the City’s Municipal Code.

The GRANTEE will also provide appropriate housing problem solving services for the EIH and BHC participants to ensure they can obtain permanent or other temporary housing solutions. These services will also be applicable to HomeFirst’s Citywide Street Outreach program.

-2

A-2

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari
GF-19-012

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1.05.1 Site Governance

The GRANTEE will be responsible for all aspects of site governance including day-to-day operations of each site. Among other tasks, GRANTEE will develop the following:

- Establish regular hours of operation
- Site amenities and community space usage and schedules
- Participant rules and expectations
- EIH Staffing Plan
- Manage Visitor Schedule

Deliverable #1	<p>GRANTEE will develop and implement an EIH Good Neighbor Plan with policies and external activities that foster positive external relations. The GRANTEE will provide a Good Neighbor Plan to the CITY by July 15, 2020 for approval. The plan must detail:</p> <ul style="list-style-type: none"> • Concerns about the facility are addressed in a timely manner. • Program Director or Manager or agency management will attend neighborhood meetings related to the project. • Program Director, Manager or agency management will attend Community Advisory Committee meetings for the project. • Establish communication protocol with neighbors (includes phone and email) • Actively discourage and address noise from program clients. • Discourage loitering in the area surrounding the site.
Deliverable #2	<p>GRANTEE will develop policies and procedures by July 1, 2020 and approved by the Housing Department that outline.</p> <ul style="list-style-type: none"> • Client responsibilities and expectations • Operational guidelines and management plans • Public health related safety and workplace safety protocols
Deliverable #3	<p>GRANTEE will develop staffing plan for CITY approval to fully operate the EIH site by July 15, 2020. Updated plan to include status of full hiring and job descriptions of staff of the site shall be submitted to the CITY by June 29, 2020.</p>

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Deliverable #4	GRANTEE will recruit and hire appropriate staff per CITY approved staffing plan to operate EIH site by July 10, 2020. HomeFirst will provide a projected opening date through a Notice to Proceed.
Deliverable #5	GRANTEE will purchase EIH furniture, supplies, and equipment for the EIH site by July 1, 2020.
Deliverable #6	GRANTEE will develop a list of subcontractors required to operate and maintain the EIH site. The list shall include the vendor type, anticipated scope of services, estimated costs, schedule for procurement. The list must be approved by the CITY within 30 days of signing this AGREEMENT.

1.05.2 Site Operations

The GRANTEE will be responsible for all aspects day-to-day operations of each site. Operations will include property management services, maintenance, repairs, security and landscaping. Operations will also include planning and execution of onsite services. Finally, operations also includes development of management plans for the site that addresses: a) security, hours of operation and other property management issues and b) public health and safety related workplace safety protocols as recommended by the Centers for Disease Control and Prevention and Santa Clara Public Health Department.

1.05.3.1 Participant Management

The GRANTEE will be responsible for all aspects of EIH & BHC participant management from initial coordination during COVID-19 EMERGENCY phase to the BHC phase. Among other responsibilities, the GRANTEE will be responsible for developing processes and managing the following in accordance with the Operations and Services Plan:

- Coordinating prospective participant referrals
- Intake Process (e.g. eligibility verification and application review)
- EIH & BHC enrollment, participant interviews, orientations, and move-in procedures
- Participant Program Fee Calculation (if applicable during BHC phase)
- Day-to Day EIH participant oversight
- Program administration

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

- Resident Recertification
- Complaints, Terminations, and appeals

Deliverable #7	On a semi-annual basis, GRANTEE will generate a report using Homeless Management Information System (HMIS) with all EIH & BHC program participants that exited to permanent housing during the prior half year to illustrate the number and/or percentage of participants that remain housed for a period of at least 6 months after exiting EIH. The report will include the participant, housing status, and length of time housed. These reports will be provided to the CITY.
Deliverable #8	In BHC phase, GRANTEE will develop an applicant tracking tool to capture pending applications, the current number of EIH participants, move-outs, and closed applications. Additional information to include the number of applications received, status of the application, reasons for denials of applications (for applications deemed not appropriate) will be provided twice a month to CITY.

1.05.3.2 BHC Program Participation Fee

Consistent with City and County supportive housing programs, if applicable, GRANTEE will ensure BHC participants pay monthly BHC Program Participation fees unless otherwise instructed by the CITY. The GRANTEE shall develop a Program Participation Fee schedule ensuring Participants ability to pay. Fees shall not exceed 30% of their incomes in compliance with the requirements of Assembly Bill 2176. All participants with incomes will be required to pay a minimum monthly fee of \$20, unless otherwise instructed by the CITY. Fee Schedule shall be reviewed and approved by the CITY prior to implementation.

Deliverable #9	<p>During COVID-19 EMERGENCY, GRANTEE will develop EIH participant's occupancy tracking tool prior to opening and provide reports on a weekly basis to CITY. The report shall include:</p> <ul style="list-style-type: none"> • EIH Site/location • Participant Information • Participant's income level & percentage of AMI
-----------------------	---

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

	<ul style="list-style-type: none"> • Occupancy date • Unit # <p>Prior to BHC Phase, GRANTEE will develop BHC participant occupancy tracking tool prior to opening and provide reports on a quarterly basis to the CITY. The report shall include:</p> <ul style="list-style-type: none"> • BHC Site/location • Participant information • Participant income level & percentage of AMI • Occupancy date • Unit # • Supportive housing agency Information • Program participation fee requirement • Program participation fee payments
--	--

1.05.3.3 Site Maintenance and Repairs

The GRANTEE will establish a maintenance and repair plan for each site. The plan will include:

Deliverable #10	<p>GRANTEE will utilize the maintenance plan as outlined in the Operations and Services Plan. The purpose of the plan will be to ensure that the EIH/BHC and the 100-foot radius surrounding it are maintained in a clean and safe, condition. The Plan should include:</p> <ul style="list-style-type: none"> • Grounds keeping plan • Staffing plan to include specific roles and responsibilities • Processes to address scheduled and unscheduled repairs • Maintenance and repair resources to include procurement requirements • Maintenance and inspection schedules stated in Operations & Services Plan (e.g. unit inspections, outlets, and smoke alarms). • Unit inspection checklist • Vector control policies and procedures
------------------------	--

1.05.4 Security

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

The GRANTEE shall hire an experienced private security firm in good standing, to (a) provide on-site monitoring and (b) monitor the immediate area surrounding consistent with the CITY approved security manual. The GRANTEE and its security firm will coordinate regularly with local law enforcement to ensure open and clear communication is maintained. The GRANTEE shall maintain private security for the duration of this agreement. GRANTEE shall maintain communication with City of San Jose staff for all incidents involving local law enforcement.

Deliverable #11	GRANTEE will develop a security manual that will include security post, de-escalating protocols, front desk duties & documentation to be reviewed and approved by CITY by July 10, 2020.
Deliverable #12	GRANTEE will procure and establish an agreement with a security firm by July 10, 2020. The CITY shall review and approve the security agreement prior to execution.

Additionally, the GRANTEE will work with program participants, staff, and volunteers to regularly monitor and track site ingress and egress.

1.05.5 Operations and Maintenance Reserve Account

If determined to be applicable for BHC Participants, the GRANTEE will open and maintain an Operations and Maintenance Reserve Account (“Reserve Accounts”) for each BHC site at a bank approved by the CITY. The GRANTEE will collect monthly BHC Program Participation fees from participants and deposit those monies into the Reserve Accounts. The GRANTEE will track all deposits and expenditures from the Reserve Accounts and provide the CITY with monthly account statements. The GRANTEE will maintain a minimum account balance of \$10,000 in each of the Reserve Accounts as a set aside for emergency repairs. The GRANTEE will use funding from these Reserve Accounts in excess of the \$10,000 for BHC maintenance, day-to-day repairs, and regular approved operation expenses. If there are insufficient funds in excess of the \$10,000 in each of the Reserve Accounts to cover expenses for the billing period, the GRANTEE will submit invoices for the remaining costs for reimbursement to the CITY in accordance with this AGREEMENT. GRANTEE will provide an account summary and any invoices with each monthly reimbursement request. Eligible expenses include:

-7

A-7

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari
GF-19-012

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1. Line items within the approved Budget attached to this AGREEMENT as **Exhibit B**.
2. Maintenance and repairs to the EIH site or structures (repairs exceeding \$500.00 require CITY approval prior to repair).
3. Other uses may be approved on a case-by-case basis if they are consistent with the purpose of this AGREEMENT.

GRANTEE is authorized to accept donations (in-kind or monetary) directed to both emergency COVID-19 EIH phase and BHC phase for uses consistent with this AGREEMENT and AB 2176. Monetary donations will be held in a separate account and directed to specific activities, events, or projects specified by donors. GRANTEE will track all donations directed to the EIH and provide the CITY with an accounting on a semi-annual basis. Management and General shall be consistent with the approved Budget attached to this AGREEMENT as Exhibit B.

Deliverable #13	GRANTEE will establish a reserve account prior by July 31, 2020.
Deliverable #14	GRANTEE will develop an account summary report and provide updates monthly to CITY with all reimbursement requests.

1.05.6 Emergency Planning

The GRANTEE shall provide an emergency response plan for staff and EIH participants, as well as emergency incident documentation, a manual with protocols, evacuation map, contact sheet, and site map for SJFD and SJPD. The GRANTEE review and update the Plan regularly. The Plan shall include:

- An outline of emergency protocols to deal with fire, earthquake, flood, and other potential emergencies
- Address required emergency equipment including regular maintenance and repairs
- Ongoing education of EIH staff and participants
- Coordinate with CITY staff for any incidents involving emergency services.
- A list of emergency supplies and equipment along with the inspection and maintenance schedule to ensure the BHC is adequately supplied and equipment is in good working order.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

- Public Health and Safety protocols for COVID-19 positives or persons under investigation (PUI) during emergency COVID-19 response phase of program.

Deliverable #15	GRANTEE will develop emergency incident documentation, manual with protocols, evacuation map, contact sheet, and site map for SJFD and SJPD. The manual shall be approved by the City prior to opening and included in the O&S Plan.
Deliverable #16	GRANTEE will develop public health related safety and workplace safety protocols as recommended by the Centers for Disease Control and Prevention and Santa Clara County Public Health.

1.05.8 Service Coordination

During the COVID-19 EMERGENCY, GRANTEE will coordinate appropriate service for participants to shelter safely. During BHC phase, every participant must have a housing plan with a path to transition to permanent housing. The GRANTEE will be responsible to ensure each resident has an individual housing plan through their supportive housing service provider and is connected to appropriate services either through the EIH service coordination or through the participant’s assigned supportive housing case manager. The GRANTEE will monitor the progress of each participant and their progress toward their housing goals.

1.05.8.1 COVID Emergency & BHC Phases: Drop-in Services

Drop-in services are intended to provide program participants with resources to support their day-to-day needs within the EIH as well as information and linkage to external resources such as health and employment services. Drop-in services will be available during regular business hours to all EIH & BHC program participants.

1.05.8.2 BHC Phase: Support Services

While each EIH participant will have an assigned case manager and supportive services through a supportive housing program, the GRANTEE will provide additional support services to the EIH participants to augment their supportive housing Case Management.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Deliverable #17	<p>GRANTEE will develop a services plan to ensure each EIH & BHC program participant is appropriately connected to services necessary to meet the goals of their individual housing plan. Plan shall minimally include:</p> <ul style="list-style-type: none"> • Initial assessment of EIH & BHC Participants Housing Plans • Resource guide that includes <ul style="list-style-type: none"> • Menu of additional services that the operator provides or can connect participants with • List of collaborating agencies and their services • Workshop and training schedules • Assessment methods • 3rd party partnerships • Goals and objectives <p>The GRANTEE must have an approved services plan in place by July 31, 2020.</p>
Deliverable #18	<p>GRANTEE will develop a job and housing opportunities board for residents prior to site opening.</p>

1.05.8.3 BHC Phase: Workshops and Learning Opportunities

GRANTEE will create and implement a plan to provide BHC participants with on-site self-sufficiency workshops. The purpose of the plan will be to ensure participants have access to learning opportunities that cater to each participant's progression in achieving self-sufficiency.

Deliverable #19	<p>GRANTEE will develop and coordinate workshops and learning opportunities to promote self-sufficiency and enhance participant's ability to successfully transition to permanent housing. The GRANTEE will survey participants and their case managers within the first 60 days of operation of the BHC phase to assess the areas of greatest need and provide a workshop and training schedule covering at least a three-month period. The GRANTEE shall submit the proposed schedule to the City for review and approval at the end of the 60-day assessment and once approved, shall commence workshops within 90 days of opening BHC phase.</p>
------------------------	--

-10

A-10

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari
GF-19-012

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1.06 Reporting Requirements.

CRF Funds.

Monthly Reports. At the end of each month, GRANTEE shall provide an email to the Housing Department of a report which includes but is not limited to unduplicated participants served, demographic data (race, ethnicity, household income information, etc), a description of the of all projects/activities, and description of any subcontracts or subgrants.

Financial Report. GRANTEE shall submit monthly invoices to the Housing Department, via the CITY's WebGrants system, within fifteen (15) days from the end of each month during the term of this AGREEMENT. By January 6, 2020, GRANTEE shall provide a basic financial report to the Housing Department via email, which includes but is not limited to the amount of funds received, amount of funds obligated and expended, and total amount spent on the Project through December 30, 2020.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the Housing Department, via the CITY's WebGrants system, the performance measures as defined in Section 1.01 of **EXHIBIT B** to this AGREEMENT. The report at a minimum shall include:

- (a) a description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract,
- (b) a detailed description of how the measurement methodology was implemented and how information was collected,
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

Methodology shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1.07 Reporting Schedule. All required reports shall be submitted to the Housing Department, via the CITY's WebGrants system, no later than fifteen (15) calendar days after the end of the fourth quarter.

1.08 Cost Reimbursement. GRANTEE will be reimbursed on a monthly basis, for approved invoices submitted pursuant to this AGREEMENT. Requests for reimbursement will be made on a form and in the manner prescribed by the CITY under provisions as set forth in **EXHIBIT D**, titled "PAYMENTS TO GRANTEE".

1.09 Additional Provisions. None.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT B

Performance Measures/Numeric Goals for FY 20-21

Operator will open EIH residence for move in by the beginning of Q1 FY 20-21, once the site construction is complete, and the CITY deems each site ready for residence. Performance measures related to the operations and services of the EIH are included in this exhibit.

1.01 Unduplicated Participants.

Proposed total number of Unduplicated Participants to be served by this Project only. For purposes of this AGREEMENT, “UNDULICATED PARTICIPANTS” shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include total household income, gender of head of household, race, ethnicity and disability data.

Monterey	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
EIH Phase	20	40	5	0	65
BHC Phase	N/A	N/A	5	10	15

* assuming the construction of the EIH site is complete at the start of quarter 1.

Rue Ferrari	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
EIH Phase	25	45	20	0	90
BHC Phase	N/A	N/A	10	20	30

1.02 Services. Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants:

Activity 1: *Number of EIH & BHC coordinated service sessions. (Coordinated service session is defined as a case management session either by appointment or drop-in in which HomeFirst staff are offering one-on-one support to EIH & BHC participants.)*

Monterey	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
EIH Phase	120	360	390	390	1290
BHC Phase	0	0	60	180	240

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Rue Ferrari	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
EIH Phase	100	420	540	540	1600
BHC Phase	0	0	120	360	480

Activity 2: *Number of self-sufficiency workshops on-site. (Self-sufficiency workshops defined as a group training/discussion designed to educate or inform the program participant in some form of life skill.)*

Monterey	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
BHC Phase	N/A	N/A	6	6	24

Rue Ferrari	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
BHC Phase	N/A	N/A	6	6	24

Activity 3: *Number of BHC volunteers. (BHC Volunteers defined as those that volunteer for programmatic roles in the BHC program.)*

Monterey	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
BHC Phase	N/A	N/A	12	24	24

Rue Ferrari	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
BHC Phase	N/A	N/A	12	24	24

Activity 4: *Number of Housing Problems Solved. (A solved housing problem is defined as a solution resulting in temporary or permanent housing).*

Monterey	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
EIH Phase	0	3	3	3	9
BHC Phase	0	0	0	0	0

Rue Ferrari	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
EIH Phase	NA	3	3	3	9
BHC Phase	NA	NA	NA	NA	NA

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

Outcome Measure #1	50% of BHC participants will exit to permanent housing destinations within 120 days of entry.			
Measurement Methodology	HMIS Methodology: Add BHC participant universe - during the current reporting period. Of the universe, add up those in BHC who exited to permanent housing destinations within 120 days of enrollment. Divide the total from step 2 by the total from step 1.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Monterey	N/A	NA	N/A	50%
Rue Ferrari	N/A	NA	N/A	50%

Outcome Measure #2	90% of Participants residing at the EIH and BHC for 30 days or more will report being satisfied with EIH and BHC services			
Measurement Methodology	Add the total number of clients who are residing at the EIH ad BHC least 30 days and divide the total by the number of clients who have reported being satisfied with their services.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Monterey				
EIH Phase	N/A	90%	NA	90%
BHC Phase	N/A	N/A	N/A	90%
Rue Ferrari	Quarter 1	Quarter 2	Quarter 3	Quarter 4
EIH Phase	N/A	90%	NA	90%
BHC Phase	N/A	N/A	N/A	90%

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT C
Fiscal Year 2020-2021 BUDGET SUMMARY

City CARES Act funding shall cover expenses incurred between June 15, 2020 and December 30, 2020. City CARES Act funding shall be expended by December 30, 2020. SB89 funding shall cover expenses incurred between December 31, 2020 and June 30, 2021.

BUDGET: MONTEREY & BERNAL SITE	City CARES Act	SB89	Total
	6/15/20-12/30/20	12/31/20-6/30/21	
Personnel	\$575,965	\$575,965	\$1,151,930
Benefits	\$143,992	\$143,991	\$287,983
Office Supplies	\$3,500	\$2,146	\$5,646
Program Supplies	\$7,500	\$4,599	\$12,099
Communication	\$2,400	\$1,472	\$3,872
Travel/Mileage	\$1,750	\$1,073	\$2,823
Occupancy	\$1,700	\$1,042	\$2,742
Insurance	\$5,000	\$3,066	\$8,066
Laundry Machine Leasing	\$3,840	\$2,355	\$6,195
Landscaping	\$2,500	\$1,533	\$4,033
Maintenance	\$3,000	\$1,840	\$4,840
Security Service	\$394,200	\$241,723	\$635,923
Utilities	\$13,500	\$8,278	\$21,778
Equipment Rental/Maintenance	\$6,000	\$3,679	\$9,679
Janitorial Services	\$18,000	\$11,038	\$29,038
Food/Meals/Refreshments	\$4,900	\$3,005	\$7,905
Surveillance Equipment and Service	\$85,000		\$85,000
Pest Control	\$1,500	\$920	\$2,420
Shared Space & Office Furnishings	\$44,000		\$44,000

C-1

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari
GF-19-012
T-29594.010/1727498

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Room Furnishings – bed frames, mattresses, appliances, etc.	\$40,000		\$40,000
Housing Problem Solving/Flex Funds	\$87,640	\$53,747	\$141,387
Administration/Overhead	\$218,473	\$160,388	\$378,861
Total Costs	\$1,664,360	\$1,221,860	\$2,886,220

BUDGET: RUE FERRARI	City CARES Act 6/15/20- 12/30/20	SB89 12/31/20- 6/30/21	Total
Personnel	\$356,248	\$1,068,743	\$1,424,991
Benefits	\$89,061	\$267,186	\$356,247
Office Supplies	\$2,625	\$3,219	\$5,844
Program Supplies	\$7,500	\$9,198	\$16,698
Communication	\$1,800	\$2,208	\$4,008
Travel/Mileage	\$1,313	\$1,610	\$2,923
Occupancy	\$850	\$1,042	\$1,892
Insurance	\$2,750	\$3,373	\$6,123
Laundry Machine Leasing	\$2,880	\$3,532	\$6,412
Landscaping	\$1,500	\$1,840	\$3,340
Maintenance	\$2,250	\$2,759	\$5,009
Security Service	\$262,800	\$322,298	\$585,098
Utilities	\$10,125	\$12,417	\$22,542
Equipment Rental/Maintenance	\$4,500	\$5,519	\$10,019
Janitorial Services	\$12,000	\$14,717	\$26,717
Food/Meals/Refreshments	\$3,675	\$4,507	\$8,182
Surveillance Equipment and Service	\$95,000		\$95,000
Pest Control	\$1,000	\$1,225	\$2,225
Shared Space & Office Furnishings	\$55,000		\$55,000
Room Furnishings – bed frames, mattresses, appliances, etc.	\$60,000		\$60,000
Housing Problem Solving/Flex Funds	\$43,820	\$53,741	\$97,561
Administration/Overhead (15.11%)	\$153,623	\$268,827	\$422,450
Total Costs	\$1,170,320	\$2,047,961	\$3,218,281

C-2

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari

GF-19-012

T-29594.010/1727498

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

C-3

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal
and Rue Ferrari
GF-19-012
T-29594.010/1727498

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

**EXHIBIT D
PAYMENTS TO GRANTEE**

A. CITY agrees to reimburse GRANTEE for the expenses incurred as set forth in this Agreement in an amount of money not to exceed the amount set forth in this Agreement. Such sum shall be expended and paid by CITY to GRANTEE on a cost reimbursement basis upon City approval (reimbursement basis by default) for expenses actually incurred and paid by GRANTEE during the term of this Agreement for the cost categories appearing in EXHIBIT C, as described in subsection B below. Provided however, the City will make a pre-payment as described in subsection D.

B. Payments to GRANTEE after all prepaid funds are expended and invoices received, reimbursements shall be made within thirty (30) days of

(1) (a) receipt by CITY of statement or statements in a form approved by CITY specifying in detail the costs incurred by and paid by GRANTEE during the month for which payment is requested, and

(b) documents evidencing these costs, including but not limited to, paid invoices; and

(2) the determination by CITY, in its sole discretion, that expenses for which GRANTEE seeks reimbursement can properly be paid under this Agreement and such statement(s) and supporting documents reasonably evidencing that the expenses have been incurred and paid by GRANTEE. In making such determination, CITY may, but need not, rely upon the certification by GRANTEE that the items appearing on said statement and supporting documents are eligible items for reimbursement under this Agreement. Such determination by CITY shall in no way constitute a waiver by CITY of its right to recover from GRANTEE the amount of money paid to GRANTEE on any items which is not eligible for payment under this Agreement.

C. "Expenses eligible for reimbursement" shall mean those expenses which are necessary to meet, in part, the housing needs of the very low-, low-, and moderate income Participants in the City of San José within the County of Santa Clara.

D. Upon execution of this AGREEMENT and encumbrance of funding, CITY shall provide an initial pre-payment to GRANTEE in the amount of One Hundred Thousand Dollars (\$100,000) for services to be performed during the term the first two (2) months

D-1

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari

GF-19-012

T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

of this AGREEMENT. Within fifteen (15) days from the end of each month during the term of this AGREEMENT, GRANTEE shall report to CITY all expenditures during the prior month on a form and in manner prescribed by the CITY. CITY will review the invoices or financial reports for adherence to AGREEMENT.

E. After the prepaid funds are fully expended, within fifteen (15) days from the end of each month during the term of this AGREEMENT, GRANTEE shall report to CITY all expenditures during the prior month on a form and in manner prescribed by the CITY. The GRANTEE shall itemize expenditures consistent with the approved Budget and clearly identify pre-payment funds used and the fund balances. CITY will review the invoices or financial reports for adherence to AGREEMENT requirements and services, and authorize and release of Grant funds to GRANTEE to reimburse the expenditures. Payment shall be contingent upon GRANTEE's submittal of documentation of expenditure of funds, provided that GRANTEE is not in default under any provisions of this AGREEMENT.

D-2

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal
and Rue Ferrari

GF-19-012

T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT E
GENERAL FUND GRANT CONDITIONS

CITY has created grant funding (“Fund”) as a source of revenue to meet, in part, the housing needs of the very low-, low-, and moderate income participants in the City of San José, County of Santa Clara, California (“Project Area”).

The "Project Area" means that no less than fifty percent (50%) of the persons benefited and served under this AGREEMENT are participants of the City of San José within the County of Santa Clara, State of California.

The CITY administers the Fund, and shall grant funds from the Fund to GRANTEE as reimbursement to defray the expenses GRANTEE incurs to implement the Project described in this AGREEMENT.

SECTION 1. FINANCIAL OBLIGATIONS OF GRANTEE

GRANTEE agrees to the following:

1.01 Fiscal Responsibilities of GRANTEE.

GRANTEE shall:

1. Appoint and submit to CITY, the name of a fiscal agent who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
4. Submit to the CITY, within fifteen (15) working days of the end of the preceding month, requests for reimbursement, together with documentation required by CITY.

E-1

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal
and Rue Ferrari
GF-19-012
T-29594.010/1727498

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

5. Certify insurability subject to CITY approval as outlined in **EXHIBIT G** to the AGREEMENT, titled "INSURANCE."
 6. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT.
 7. Administer all programs in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged in a direct or indirect basis.
 8. If indirect costs are charged, the GRANTEE will develop an indirect cost allocation plan for determining the appropriate GRANTEE's share of administrative costs and shall submit such plan to the CITY for approval.
- 1.02 Records, Reports, and Audits of GRANTEE.
1. Establishment and Maintenance of Records. GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
 - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this Agreement, and
 - b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by CITY.
 2. Preservation of Records. GRANTEE shall preserve and make available its records:
 - a. for a period of four (4) years from the date of final payment to GRANTEE under this AGREEMENT; or
 - b. for such longer period, if any, as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of four (4) years from the date of any resulting final settlement.

E-2

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal
and Rue Ferrari
GF-19-012
T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

3. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary by CITY, GRANTEE agrees that CITY, and/or any of its authorized representatives, shall:
- a. for a period of four (4) years after final payment under this AGREEMENT; or,
 - b. for such longer period as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of four (4) years from the date of any resulting settlement;
 - d. have access to and the right to examine its plants, offices and facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT. GRANTEE also agrees that CITY, or any of its respective authorized representatives, shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT, all as set forth in Section 1.02 subsection 4, below. Notwithstanding anything in this AGREEMENT to the contrary for monitoring purposes, CITY shall not require access to any information of GRANTEE mutually determined by the Parties hereto to be proprietary.

4. Audits.

- a. Independent Audits. City Council requires each non-profit organization receiving \$320,000 or more in funds from the CITY (in the aggregate) during any fiscal year, to prepare and make available for public view on the internet, annual audited financial statements. See Section 27 of the AGREEMENT for the CITY's requirements.

If the \$320,000 threshold is not met, the CITY's Grant Manager has authority to impose the requirement to obtain an independent audit. GRANTEE shall be notified if this requirement is to be imposed and the requirement will be included in **EXHIBIT A** to the AGREEMENT.

If an audit is required, the following provisions apply:

E-3

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal and Rue Ferrari
GF-19-012
T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

- (a) Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of GRANTEE's cost of an independent audit, if required, with prior approval from CITY. A separate line item will be established.
- (b) GRANTEE shall enter into an agreement with an independent public accountant certified to practice in the State of California no later than sixty (60) days before the end of this AGREEMENT calling for an audit to be done for the entire year. The audit must be in conformance with the applicable funding source.
- (c) The audit must be completed and sent to CITY's Department of Housing staff within one hundred fifty (150) days from the end of GRANTEE's fiscal year.
- (d) Audit Standards. The independent fiscal audit shall conform to generally accepted governmental auditing principles. Such audits shall identify the funds received and disbursed under this AGREEMENT and include the following components:
 - (i) Balance Sheet or Statement of Financial Position;
 - (ii) Statement of Support, Revenue, and Expenses and Changes in Fund Balances or Statement Activities;
 - (iii) Statement of Functional Expenses;
 - (iv) Statement of Auditor's Report;
 - (v) Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor
 - (vi) GRANTEE shall also submit to the agency a written management response to the findings of the Internal Control Matters.
- (e) Single Audits. For GRANTEES that expend \$750,000 or more of federal financial assistance in a fiscal year (in aggregate, from all funding sources), in addition to conducting normal financial audit procedures, the GRANTEE's independent public accountant certified to practice in the State of California shall perform tests to ascertain that:
 - (i) Expenditures submitted for reimbursement are allowable under 2 CFR 200;
 - (ii) Expenditures are in compliance with the grant agreements between the CITY and GRANTEE; and

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

- (iii) Applicable laws and regulations. Further, the independent public accountant certified to practice in the State of California shall render an opinion as to whether the Expenditures complied with the Single Audit Act of 1984 and Appendix XI to 2 CFR Part 200— Compliance Supplement (previously known as the Circular A-133 Compliance Supplement).
- (iv) The single audit must include the following components:
 - a. Balance Sheet or Statement of Financial Position;
 - b. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement Activities;
 - c. Statement of Functional Expenses;
 - d. Schedule of Expenditures of Federal Awards;
 - e. Independent Auditor’s Report on the Financial Statement and Schedule of Expenditures of Federal Awards;
 - f. Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters;
 - g. Auditor’s Report on Compliance with Requirements Applicable to Major Programs and on Internal Control over Compliance;
 - h. Schedule of Findings and Questioned Costs;
 - i. Summary of Schedule of Prior Audit Findings;
 - j. Corrective Action Plan;
 - k. Data Collection Form.
- (f) GRANTEE’s independent public accountant, certified to practice in the State of California, shall perform reviews of GRANTEE’s internal control systems and GRANTEE’s compliance with applicable laws, regulations and requirements of this AGREEMENT.

GRANTEE’s independent public accountant shall issue a report on the financial statements and the Schedule of Governmental Financial Assistance, a report on the study and evaluation of internal controls and a report on GRANTEE compliance. The three reports may be bound into a single report, or presented at the same time as separate documents.

- (g) Should GRANTEE not enter into an agreement with an independent public accountant certified to practice in the State of California, or should an audit not be done on a timely basis, CITY, at its sole discretion, may enter into an agreement with an independent public

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

accountant certified to practice in the State of California to perform the audit.

- b. City Audits. CITY may perform an independent audit. Such audits may cover Program as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings and have the responses included in the final audit report. Costs of such audits will be borne by CITY.
- c. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY, in its sole discretion. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. Director shall make the final determination of disallowed costs, subject to provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

SECTION 2. OTHER REQUIREMENTS OF GRANTEE

- 2.01 Contracting and Assignability Requirements. The rights and duties under this AGREEMENT shall not be delegated, assigned, or subcontracted by GRANTEE unless otherwise permitted by CITY in writing.
- 2.02 Independent Contractor.
 - 1. Relationship. It is understood and agreed by and between the Parties hereto that GRANTEE, in the performance of this AGREEMENT, shall act as and be an independent contractor and not an agent or employee of CITY, and that as an independent contractor, GRANTEE shall obtain no rights to retirement benefits or other benefits which accrue to CITY employees, and GRANTEE expressly waives any claims it may have to such rights.
 - 2. Certain Policy Matters. It is understood and agreed by and between the Parties hereto that GRANTEE in the performance of this AGREEMENT, shall not act, nor is it at any time authorized to act, as the agent or representative of CITY in any matter involving or affecting local, state or federal policy. GRANTEE agrees that it will not in any matter hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity in such matters.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

2.03 Compliance With Laws.

1. GRANTEE shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees, policies, guidelines, and requirements. Failure of GRANTEE to in any manner observe and adhere to law, as described herein or as amended, shall in no way relieve GRANTEE of its responsibility to adhere to same and GRANTEE herein acknowledges this responsibility.
2. All activities of GRANTEE under this AGREEMENT shall benefit low and moderate income persons. Low and moderate income shall be defined as income at or below one hundred twenty percent (120%) of median income for the City of San José as determined by the Secretary of U.S. Department of Housing and Urban Development (“HUD”), as codified in California Health & Safety Code §33334. GRANTEE shall be responsible for verifying, in a manner satisfactory to CITY, that the use of the funds, meet the requirements of this AGREEMENT.
3. GRANTEE represents and warrants that it currently possesses all requisite licenses, including, but not limited to a City of San José business tax certificate or exemption, if qualified, with the CITY’s Finance Department to operate in the CITY and will maintain all such licenses or exemptions for the term of this AGREEMENT. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.
4. Grant funds may be used for the provision of public services under the following conditions:
 - (a) The public services provided are exclusively non-religious in nature and scope;
 - (b) There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;
 - (c) There is no religious discrimination in terms of employment or benefits under the public services; and
 - (d) The grant funds may be used only for the provision of public services and not for the construction, rehabilitation or restoration of any facility owned by

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the grant expenditure for the public services.

- 2.04 Procedures for Corrective Action. Within ten (10) days of the receipt by CITY of a report filed by GRANTEE with CITY or of any substantiated report from any source, that evidences a failure by GRANTEE to comply with any provision of this AGREEMENT, CITY shall have the right to forward to GRANTEE a notice of CITY's intention to consider corrective action to enforce compliance with such provision. Such notice shall indicate the nature of the issue or issues which are to be reviewed in determining the need for corrective action, and the procedure whereby GRANTEE shall have the opportunity to participate in formulating the corrective action recommendation. CITY shall have the right to require the presence of any of GRANTEE's officers at any hearing or meeting called for the purpose of considering corrective action. Within ten (10) days of issuing such notice, and only after affording GRANTEE the opportunity to participate fully in corrective action deliberations, CITY shall forward to GRANTEE a set of specific corrective action recommendations and a detailed timetable for implementing the specified corrective action recommendations; such timetable shall allow GRANTEE not less than five (5) nor more than thirty (30) days to comply with the specified corrective action recommendations. Following implementation of the corrective actions, GRANTEE shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that the corrective actions have been taken.
- 2.05 Homeless Documentation of Short-Term Emergency Shelter Services and Persons living on the street. Projects may provide short-term shelter and/or services, such as outreach, food, health care, and clothing, to persons who reside on the streets or who are otherwise homeless. In these cases, it is not feasible to require documentation for each person obtaining such services offered by the Project. It is sufficient for the GRANTEE staff to confirm that the persons served, indeed, reside on the street or are otherwise homeless.
- 2.06 Disclosure. GRANTEE understands that participant information collected under this AGREEMENT is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or GRANTEE's responsibilities with respect to services provided under this AGREEMENT, is prohibited unless written consent is obtained from such person receiving service.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

2.07 Language Access Plan (LAP). GRANTEE shall fully implement and comply with the Language Access Plan as approved by CITY to ensure that Limited English Proficient participants have equal access to community programs and services.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Senate Bill 89 COVID-19 Emergency Funding (SB 89) Grant Conditions

CITY has received State of California Senate Bill 89 COVID-19 Emergency grant funding (“SB 89”) as a source of revenue designed to provide direct assistance to cities to address the homelessness crisis in their cities during the COVID-19 emergency. SB 89 was signed into law by Governor Gavin Newsom on March 17, 2020.

The CITY has executed a Standard Agreement with the State of California’s Business, Consumer Services and Housing Agency (herein “Agency”).

In this Exhibit, the CITY is referred to as the Contractor, the GRANTEE is the subcontractor or subrecipient and the AGENCY refers to the State of California’s Business, Consumer Services and Housing Agency. For the purpose of this AGREEMENT, the GRANTEE, as a subcontractor and subrecipient, shall be subject to the SB 89 requirements in the CITY’s Standard Agreement for SB 89 (“Standard Agreement”). The GRANTEE agrees to comply with these requirements and to facilitate the compliance of the CITY, as Contractor. Copies of the Standard Agreement are available from the CITY Contact Person.

1.01 Effective Date, Commencement of Work and Completion Dates

- (a) The Standard Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with SB 89 funds be incurred or obligated by any party, prior to execution of the Standard Agreement by Agency and the Contractor, or prior to Contractor’s receipt of SB 89 funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Standard Agreement Exhibit A, Paragraph 6.

- (b) Contractor must contractually obligate SB 89 funds by June 30, 2020. One hundred percent of SB 89 funds shall be expended by June 30, 2022. Any funds not expended by June 30, 2022 shall be returned to Agency and revert to the General Fund. “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

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the **Subcontractors** are required to obligate the funds by the same statutory deadlines. "Expended" means all SB 89 funds obligated under contract or subcontract have been fully paid and received, and no invoices remain outstanding.

- (c) Contractor and its **Subcontractors** agree that the work shall be completed by the expiration date specified in Standard Agreement Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of the Standard Agreement.

1.02 Sufficiency of Funds and Termination

- (a) Agency may terminate the Standard Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of the Standard Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; 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 Contractor shall be returned to Agency within thirty days of the Notice of Termination.
- (b) The Standard 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 the Standard Agreement in any manner.

1.03 Transfers

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

1.04 Contractor's Application for Funds

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Contractor has submitted to Agency an application for SB 89 funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into the Standard Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into the Standard Agreement.

Contractor 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 Contractor'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 Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by the Standard Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

1.05 Reporting/Audits

- (a) The Contractor shall submit an expenditure report to Agency on forms provided by Agency, by July 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by the Standard Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2022.
- (b) The expenditure report shall contain a detailed report containing the following:
 - 1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by uses listed below, including the current status of those funds:
 - a. Diversion
 - b. Prevention
 - c. Shelter
 - d. Services and infection control
 - e. Other

E-12

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal
and Rue Ferrari
GF-19-012
T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

2. Any additional information that Agency requests.
In addition to the reports, Agency may require supplemental reporting with written notice to the City of San Jose.
- (c) Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. SB 89 administrative funds may be used to fund this expense.
 1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
 2. The Contractor 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.
 3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
 4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

1.06 Retention and inspection of Records

- (a) The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, SB 89 program guidance document published on the website, and the Standard Agreement.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

- (b) The Contractor further agrees to retain all records described in Paragraph A for a minimum period of three (3) years after the termination of the Standard Agreement.
1. 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.

1.07 Breach and Remedies

(a) The following shall each constitute a breach of the Standard Agreement:

1. Contractor's failure to comply with the terms or conditions of this Standard Agreement.
2. Use of, or permitting the use of, SB 89 funds provided under the Standard Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in the Standard Agreement.

(b) In addition to any other remedies that may be available to Agency in law or equity for breach of the Standard Agreement, Agency may:

1. Bar the Contractor from applying for future SB 89 funds;
2. Revoke any other existing SB 89 award(s) to the Contractor;
3. Require the return of any unexpended SB 89 funds disbursed under the Standard Agreement;
4. Require repayment of SB 89 funds disbursed and expended under the Standard Agreement;
5. Require the immediate return to Agency of all funds derived from the use of SB 89 funds including, but not limited to recaptured funds and returned funds;

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with SB 89 requirements; and
7. Seek such other remedies as may be available under the Standard Agreement or any law.

(c) All remedies available to Agency are cumulative and not exclusive.

(d) Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

1.08 Waivers

No waiver of any breach of the Standard 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 the Standard Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of the Standard Agreement or the right of Agency to enforce these provisions.

1.09 Nondiscrimination

During the performance of the Standard Agreement, Contractor **and its subcontractors** shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and **subcontractors** shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or **subcontractors** shall comply with the provisions of the Fair Employment and Housing Act Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

of Title 2 of the California Code of Regulations, are incorporated into the Standard Agreement by reference and made a part hereof as if set forth in full. Contractor **and its subcontractors** shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

1.10 Conflict of Interest

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

- (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 contractor 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 general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- (c) **Employees of the Contractor:** Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

E-16

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal
and Rue Ferrari

GF-19-012

T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1.11 Drug-Free Workplace Certification

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

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

1.12 Child Support Compliance Act

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

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

- (a) The Contractor 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 Contractor, 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.

1.13 Special Conditions - Contractors/Subcontractor

The Contractor agrees to comply with all conditions of the Standard 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 Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of the Standard Agreement and the applicable State requirements governing the use of SB 89 funds.** Failure to comply with these conditions may result in termination of this Agreement.

- (a) 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. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - 3. 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 Contractor or **any Subcontractor** in performing the Work or any part of it.
 - 4. Agree to include all the terms of the Standard Agreement in each subcontract.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

1.14 Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Contractor 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 SB 89 program, the Contractor, its **Subcontractors**, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under the Standard Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor 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. Contractor shall provide copies of permits and approvals to Agency upon request.

1.15 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 the Standard Agreement.
- (b) Agency 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 the Standard 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.

1.16 Litigation

- (a) If any provision of the Standard 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 the Standard Agreement and the remainder of the Standard Agreement shall remain in

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

full force and effect. Therefore, the provisions of the Standard Agreement are and shall be deemed severable.

- (b) The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect the Standard Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of the Standard Agreement and the interests of Agency.

E-20

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey & Bernal
and Rue Ferrari
GF-19-012
T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT F

**EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH
CHILD ABUSE AND NEGLECT REPORTING ACT**

If GRANTEE provides services involving minors, and as a CITY-approved method of complying with the provisions contained in this AGREEMENT, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice and an FBI criminal database or equivalent national database as approved in writing by GRANTEE's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et. seq.* Additionally, GRANTEE certifies to the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164 (copy attached).

CITY and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this AGREEMENT, GRANTEE shall maintain and make available to CITY, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this AGREEMENT unsupervised and further GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. GRANTEE shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by GRANTEE shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this AGREEMENT, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, GRANTEE shall promptly provide

1

F-1

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey and Bernal
and Rue Ferrari
GF-19-012
T-29594.010/1727498

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this AGREEMENT. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this Section 2.

3. That no person paid or unpaid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this AGREEMENT and every four (4) years thereafter, if the term of this AGREEMENT exceeds four (4) years. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each certificate of clearance ("Certificate") for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.
4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

I, the GRANTEE by signing below verify that I have read and agree to the above:

Signature



10/8/2020

Date

HomeFirst Services of Santa Clara County

Please Print or Type Name of Organization

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164. (a)(1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2)(A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph (C) within ten (10) years of the date of the employer's request.

(C) Any felony conviction that is over ten (10) years old, if the subject of the request was incarcerated within ten (10) years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or more misdemeanor and felony convictions, for violations listed in this Section within the ten-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding ten (10) years.

(b)(1) To give effect to this Section, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city,

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

city and county, or special district's costs attributable to the requirements imposed by this section.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

“Certificate” means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this Section.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

5163.4. Nothing in Section 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT G

INSURANCE

GRANTEE, at GRANTEE'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above, unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; coverage shall be endorsed to state carrier waives its rights of subrogation against the CITY, its officers, employees, agents and contractors; and
4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages
 - a. The CITY, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
 - b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

- d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability coverage shall contain a waiver of subrogation in favor of the City of San José, its officers, employees, agents, and contractors.

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

GRANTEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent email or postal address as may be directed in writing by the Risk Manager:

City of San José – Finance
Risk Management
200 East Santa Clara St. 14th Floor Tower
San Jose, CA 95113-1905

G. Subcontractors

GRANTEE shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT H
RETROACTIVE SERVICES

It is understood and agreed that GRANTEE has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If CITY accepts and approves the services provided by GRANTEE prior to the date of this AGREEMENT, CITY agrees to compensate GRANTEE for those services in accordance with the terms of this AGREEMENT. However, in no event shall GRANTEE be compensated for work performed for CITY prior to June 15, 2020.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

EXHIBIT I
FEDERAL FUND PROVISIONS/CORONAVIRUS RELIEF FUND RECIPIENT
CONDITIONS

Federal Fund Provisions

In addition to all the other terms and conditions of this Agreement, Contractor agrees to comply with the following federal fund provisions in performing the Agreement. If any of these federal fund provisions conflict with any other provisions of this Agreement, the federal fund provisions will take precedence unless the other provision is more restrictive, in which case the other provision will control.

A. Federal Equal Employment Opportunity (41 C.F.R. Section 60-1.4(b))

In addition to the other nondiscrimination provisions in this Agreement, Contractor will comply with the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback"

1. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

2. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

C. Contractor Work Hours and Safety Standards Act.

If the amount of this Agreement exceeds \$100,000, Contractor will comply with the following in addition to any other labor requirements in the Agreement:

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

3

I-3

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey and Bernal and Rue Ferrari
GF-19-012
T-29594.010/1727498

**HOUSING DEPARTMENT
GRANT AGREEMENT**

Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Federal Clean Air Act Requirements

If the amount of this Agreement exceeds \$150,000, Contractor will comply with the following:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Act Requirements

If the amount of this Agreement exceeds \$150,000, Contractor will comply with the following:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution control Act, as amended (33 U.S.C. 1251, *et seq.*).
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Energy Efficiency/Conservation (44 C.F.R. § 13.36(i)(13))

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. Suspension and Debarment

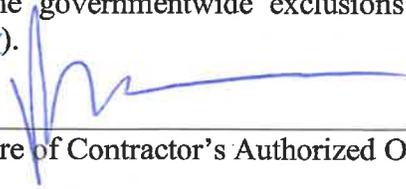
Contractor will comply with the following provision:

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees

**HOUSING DEPARTMENT
GRANT AGREEMENT**

to include a provision requiring such compliance in its lower tier covered transactions.

Contractor certifies that it is not listed as debarred, suspended, or otherwise excluded by agencies on the governmentwide exclusions in the System for Award Management (www.sam.gov).



Signature of Contractor's Authorized Official

René Ramirez, Chief Operating Officer

Name and Title of Contractor's Authorized Official

10/8/2020

Date

H. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

A Contractor who applies or bids for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

I. Use of Recovered/Recycled Materials

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
2. Meeting Agreement performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6

I-6

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey and Bernal and Rue Ferrari
GF-19-012
T-29594.010/1727498

**HOUSING DEPARTMENT
GRANT AGREEMENT**

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

J. Subcontracting

In addition to all other subcontracting provisions, Contractor shall comply with the following:

1. **Subcontractor Compliance:** The Contractor shall place in any subcontractor agreement the requirement that the subcontractor and all lower tier subcontractors comply with all the terms and conditions of this Agreement, including the FEMA requirements.

2. **Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms:** If the Contractor is authorized by this Agreement to use subcontractors, the Contractor warrants that it took the following affirmative steps, and that it has retained documentation of these steps:
 - Made reasonable efforts to identify (including using outside entities that specialize in this area) and place qualified small, minority, and women-owned business on subcontractor solicitation list(s) for this Agreement;
 - Made reasonable efforts to solicit the businesses on the list as subcontractors for this Agreement;
 - Divided the scope of work to be subcontracted, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified small, minority, and women-owned business; and
 - Made reasonable efforts to establish delivery schedules for subcontracted work, where requirements permit and it is otherwise appropriate, which encourage qualified small, minority, and women-owned business to respond subcontractor solicitations; and

If at any time during the term of the Agreement the Contractor seeks and obtains authorization to use subcontractors to complete any of the scope of work, the Contractor shall take the affirmative steps listed above when selecting the subcontractor and will maintain documentation of all such efforts.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

K. Notice of FEMA Reporting Requirements and Regulations (applicable to FEMA)

In addition to all other reporting requirements in the Agreement, Contractor agrees to comply with the following:

1. **General.** The City is using Public Assistance grant funding awarded by FEMA to the State of California to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under (major disaster or emergency) declaration, FEMA requires the State of California to provide various financial and performance reporting.
 - a. It is important that the Contractor is aware of these reporting requirements, as the City may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of California which, in turn, will enable the State of California to satisfy reporting requirements to FEMA.
 - b. Failure of State of California to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this Agreement.
2. **Applicable Regulations and Policy.** The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
 - a. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 - b. 44 C.F.R. § 13.41 (Financial Reporting)
 - c. 44 C.F.R. § 13.50(b) (Reports)
 - d. 44 C.F.R. § 206.204(f) (Progress Reports)
 - e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013, as may be amended)
 - f. FEMA-State Agreement
3. **Financial Reporting.** The State of California is required to submit the following financial reports to FEMA:
 - a. **Initial Report.** An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

- b. **Quarterly Reports.** Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - c. **Final Report.** A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
 - 4. **Performance Reporting.** The State of California is required to submit the following financial reports to FEMA:
 - a. **Initial Report.** An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project.
 - b. **Quarterly Reports.** Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - c. **Final Report.** A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.
- L. **Access to Records (44 C.F.R. § 13.36(i)(10))**

In addition to all other provisions regarding records in this Agreement, Contractor agrees to comply with the following:

- 1. The Contractor agrees to provide the City, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- 4. In compliance with the Disaster Recovery Act of 2018, the Contractor acknowledges and agrees that no language in this Agreement is intended to prohibit

**HOUSING DEPARTMENT
GRANT AGREEMENT**

audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

M. Retention of Records (44 C.F.R. § 13.36(i)(11))

In addition to all other records retention requirements in this Agreement, Contractor agrees to comply with the following:

The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after final payment is made using Coronavirus Relief Fund monies, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

Recipients of Coronavirus Relief Funds payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)).

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;

10

I-10

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey and Bernal and Rue Ferrari
GF-19-012
T-29594.010/1727498

**HOUSING DEPARTMENT
GRANT AGREEMENT**

7. all documentation of reports, audits, and other monitoring of contractors, including contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

N. DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

O. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.

P. Compliance with Law

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable local, state, and Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. Termination and Remedies

1. **For Convenience:** The City may terminate this Agreement at any time and for any reason by giving the Contractor written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 business days' after the date of the written notice.
2. **For Cause:** The City may terminate this Agreement immediately upon written notice for any material breach by the Contractor. If the City terminates the Agreement for cause and obtains the same services from another contractor at a greater cost, the Contractor is responsible for such excess cost in addition to any other remedies available to the City.
3. **Delivery of Work:** If the City terminates the Agreement – whether for convenience or for cause – the City has the option of requiring the Contractor to

11

I-11

HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey and Bernal and Rue Ferrari
GF-19-012
T-29594.010/1727498

**HOUSING DEPARTMENT
GRANT AGREEMENT**

provide to the City any finished or unfinished work product prepared by the Contractor up to the date of Contractor's receipt of the written notice of termination.

4. **Compensation:** The City will pay the Contractor the reasonable value of services satisfactorily rendered by the Contractor to the City up to the date of Contractor's receipt of the written notice of termination. For services to be "satisfactorily rendered," the City must determine that the Contractor provided them in accordance with the terms and conditions of this Agreement. The City will determine the reasonable value of satisfactorily rendered services based on the compensation agreed to by the Parties attached to this Agreement.
5. **Receipt of Notice:** For purposes of this provision, the Contractor's receipt of the written notice of termination will be determined based on the method of providing notice. The notice is effective: if e-mailed when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement); when personally delivered if personal service; and 3 calendar days after deposit in the United States mail, whichever occurs first.

R. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

**Attachment 1
Certification Regarding Lobbying**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13

I-13

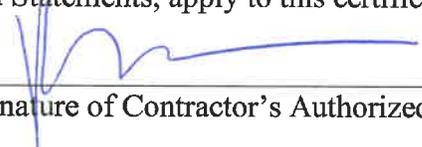
HomeFirst Services of Santa Clara County – Emergency Interim Housing Program at Monterey and Bernal
and Rue Ferrari
GF-19-012
T-29594.010/1727498

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

**HOUSING DEPARTMENT
GRANT AGREEMENT**

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rene Ramirez, HomeFirst, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

René Ramirez, Chief Operating Officer

Name and Title of Contractor's Authorized Official

10/8/2020

Date



**Board Resolution to Submit Proposal
City of San Jose: Emergency Interim Housing Operations**

WHEREAS, HomeFirst Services of Santa Clara County wishes to submit a proposal to the City of San Jose Housing Department to be considered for funding to provide interim emergency interim housing that will eventually convert into a bridge housing site; and

WHEREAS, HomeFirst Services of Santa Clara County is a California nonprofit corporation and is willing to accept such funding should it be awarded; and

WHEREAS, **HomeFirst Services of Santa Clara County** certifies that should the agency be funded for the project, all uses of the funds shall be in compliance with the service agreement and scope of work established with the **City of San Jose Housing Department** through an executed agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of HomeFirst Services of Santa Clara County hereby authorizes the COO, Rene Ramirez, under the guidance and supervision of CEO Andrea Urton, to submit a proposal to the City of San Jose Housing Department and enter in to contract negotiations and execute all documents pertaining to the Emergency Interim Housing Operations funding opportunity; to sign all certifications, contracts, amendments to contracts, and reimbursement requests pertaining to the application and any contract agreement between HomeFirst Services of Santa Clara County and the City of San Jose Housing Department, with approval from the CEO Andrea Urton.

AYES 12 ABSTENTIONS 0

NAYS 0 ABSENT 3

Nicholas Dinh, Chair
Board of Directors
HomeFirst Services of Santa Clara County
Date: May 26, 2020