

**CITY OF SANTA ROSA SAM JONES HALL & SAM JONES HALL ANNEX
HOMELESS SERVICES FUNDING GRANT AGREEMENT
FISCAL YEAR 2020-2021**

The following is an agreement, dated for convenience as of June 23, 2021, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and the **CITY OF SANTA ROSA**, hereinafter called "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with funding from federal, state, and local discretionary funding, hereinafter called "Funding"; and

WHEREAS, COMMISSION under state and federal law, must administer all of its programs and activities in a manner that affirmatively furthers fair housing;

WHEREAS, the County of Sonoma FY 2020-2021 Adopted Budget includes **\$651,224** for use by SUBRECIPIENT in fiscal year 2020-2021 for **Sam Jones Hall and Sam Jones Hall Annex**.

WHEREAS, in accordance with the National Environmental Policy Act of 1969, as amended (42 USC 4321-4347) ("NEPA"), the COMMISSION has completed and approved Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 to find that there will be no environmental impacts for the activities proposed to be undertaken under this Agreement.

NOW, THEREFORE, COMMISSION and SUBRECIPIENT for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: SUBRECIPIENT agrees to provide the services described in this Agreement for a period beginning March 13, 2020 and continuing until June 30, 2021, unless extended by mutual written Agreement of the parties hereto pursuant to paragraph 19 or terminated pursuant to paragraph 2.
2. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving fourteen (14) days written notice to SUBRECIPIENT. In such event, SUBRECIPIENT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder, prior to receipt of said notice of termination.

If SUBRECIPIENT shall fail to perform any of its obligations duly perform, comply with, or observe any of the conditions, terms, or covenants of any of this Agreement, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION shall send SUBRECIPIENT a written notice of default. SUBRECIPIENT shall have the right to cure such default within thirty (30) days of the date of the written notice of default (which notice shall provide reasonable detail of the default and required cure) or, if the

breach cannot be cured within thirty (30) days, so long as SUBRECIPIENT is diligently undertaking to cure such breach, SUBRECIPIENT shall be allowed to complete said cure within ninety (90) days of the date of the written notice of default. If COMMISSION terminates this Agreement for cause, SUBRECIPIENT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred prior to such termination, less the amount of damage, if any, sustained by COMMISSION by virtue of the breach of the Agreement by SUBRECIPIENT. Following the expiration of all applicable notice and cure periods will either at the option of the COMMISSION or automatically where so specified, relieve the COMMISSION of any obligation to make or continue to provide funding under this Agreement and shall give the COMMISSION the right to proceed with any and all remedies set forth in this Agreement, including but not limited to the following

In the event of a failure by the SUBRECIPIENT to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, COMMISSION reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the SUBRECIPIENT from incurring additional obligation of funds until COMMISSION is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of COMMISSION right to suspend or terminate this Agreement. COMMISSION may consider performance under this Agreement when considering future awards. In addition, the COMMISSION shall have the right mandamus or other suit, action or proceeding at law or in equity to require the SUBRECIPIENT to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement.

3. Scope of Services:

3.1 SUBRECIPIENT's Specified Services. SUBRECIPIENT shall, in a manner satisfactory to COMMISSION, perform the services set forth in Exhibits A, B, C, D, and E, attached hereto and incorporated herein by specific reference and pursuant to Article 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit hereto, the provisions in the body of this Agreement shall control, unless Exhibit E is attached to this Agreement, in the event of any conflict between the body of this Agreement and Exhibit E, the terms of Exhibit E shall control.

<u>TYPE OF FUNDING</u>	<u>ATTACHED EXHIBITS</u>
<input type="checkbox"/> ESG CFDA #14.231 <input type="checkbox"/> ESG-State <input checked="" type="checkbox"/> ESG-CV <input type="checkbox"/> CDBG CFDA #14.218 <input type="checkbox"/> Continuum of Care #14.267 <input type="checkbox"/> County General Fund <input type="checkbox"/> LMIHAF <input type="checkbox"/> County TOT <input type="checkbox"/> County R&R <input type="checkbox"/> CESH <input type="checkbox"/> Homeless Emergency Aid Program (HEAP) <input type="checkbox"/> Homeless Housing Assistance and Prevention (HHAP) <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> EXHIBIT A-Scope of Services <input checked="" type="checkbox"/> EXHIBIT B-Budget <input checked="" type="checkbox"/> EXHIBIT C-Environmental <input type="checkbox"/> EXHIBIT D-HMIS <input checked="" type="checkbox"/> EXHIBIT E- State and Federal Funding Requirements <input checked="" type="checkbox"/> EXHIBIT F-Insurance Requirements for Homeless Service Programs <input type="checkbox"/> EXHIBIT G- ESG Program Guides for Homeless Services Programs <input checked="" type="checkbox"/> EXHIBIT H-Reasonable Accommodations in Homeless Services Programs

3.2 Cooperation With COMMISSION. SUBRECIPIENT shall cooperate with COMMISSION staff in the performance of all work hereunder, and shall be available to COMMISSION staff at all reasonable times, subject to the Scope Services to be agreed to by the parties.

3.3. Performance Standard. SUBRECIPIENT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in SUBRECIPIENT's same discipline and profession in the State of California. COMMISSION has relied upon the professional ability and training of SUBRECIPIENT as a material inducement to enter into this Agreement. SUBRECIPIENT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of SUBRECIPIENT's work by COMMISSION shall not operate as a waiver or release. If COMMISSION determines that any of SUBRECIPIENT's work is not in accordance with such level of competency and standard of care, COMMISSION, in its sole discretion, shall have the right to do any or all of the following: (a) require SUBRECIPIENT to meet with COMMISSION to review the quality of the work and resolve matters of concern; (b) require SUBRECIPIENT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

3.4. Assigned Personnel.

3.4.1. SUBRECIPIENT shall assign only competent personnel to perform work hereunder. In the event that at any time COMMISSION, in its sole discretion, desires the removal of any person or persons assigned by SUBRECIPIENT to perform work hereunder, SUBRECIPIENT shall remove such person or persons immediately upon receiving written notice from COMMISSION. Notwithstanding anything to the contrary, the COMMISSION agrees and acknowledges that nothing herein shall restrict the SUBRECIPIENT from employing additional personnel to provide the Services under the contract as it deems reasonable, so long as the key personnel for the performance of this Agreement continue to perform work hereunder.

3.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COMMISSION to be key personnel whose services were a material inducement to COMMISSION to enter into this Agreement, and without whose services COMMISSION would not have entered into this Agreement. SUBRECIPIENT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written notification to COMMISSION.

3.4.3. In the event that any of SUBRECIPIENT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of SUBRECIPIENT's control, SUBRECIPIENT shall be responsible for timely provision of adequately qualified replacements.

4. Payment: COMMISSION agrees to pay to SUBRECIPIENT amounts not to exceed the costs incurred by SUBRECIPIENT consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after SUBRECIPIENT submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly, but not more than once monthly. In no event shall the total amount payable under this Agreement exceed **\$651,224** Notwithstanding anything to the contrary herein, COMMISSION shall not be obligated to make any disbursement after an uncured event of default by SUBRECIPIENT.

4.1. All or part of this Agreement will be paid with Federal awards. As a pass-through entity, COMMISSION is required to provide certain information regarding Federal award(s) to SUBRECIPIENT. In signing this Agreement, SUBRECIPIENT acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

CFDA Title:	State Emergency Solutions Grant -Coronavirus (ESG-CV)
CFDA Number:	14.231
Award Name:	Continuum of Care Administrative Entity Allocation Award
Award Number:	20-ESGCV1-00033
Award Year:	2020-2021
Federal Agency:	Department of Housing and Urban Development
Pass-Through Agency:	Sonoma County Community Development Commission
COMMISSION Federal Tax Identification Number:	94-2158408

5. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by email or personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

COMMISSION: Sonoma County Community Development Commission
 1440 Guerneville Road
 Santa Rosa, CA 95403

SUBRECIPIENT: **City of Santa Rosa**
100 Santa Rosa Avenue
Santa Rosa, CA 95404

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

6. Assignment and Delegation: Except as provided above, neither party hereto shall assign, sublet, or transfer any interest in or duty under, this Agreement without the prior written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by SUBRECIPIENT or SUBRECIPIENT's agents, employees, and other agents in connection with this Agreement shall be the property of COMMISSION. COMMISSION shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, SUBRECIPIENT shall promptly deliver to COMMISSION all such documents, which have not already been provided to COMMISSION in such form or format, as COMMISSION deems appropriate. Such documents shall be and will remain the property of COMMISSION without restriction or limitation. SUBRECIPIENT may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of COMMISSION. SUBRECIPIENT acknowledges that the COMMISSION is subject to the California Public Records Act. The COMMISSION shall refrain from releasing information provided to the COMMISSION by SUBRECIPIENT that SUBRECIPIENT claims is exempt from disclosure under the California Public Records Act ("Contractor Information") unless the COMMISSION's legal counsel determines that the release of such information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the COMMISSION shall notify SUBRECIPIENT of its intention to release the Contractor Information ("Release Notice").

8. Operational Changes: SUBRECIPIENT shall forward any material modifications to its program, policies, or procedures to COMMISSION.

9. Subcontracts: SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. SUBRECIPIENT shall monitor all subcontracted services on a regular basis to ensure contract compliance. SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

10. Status of Subrecipient: The parties intend that SUBRECIPIENT, in performing the services herein specified, shall act as an independent subrecipient and shall have control of the work and the manner in which it is performed. SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

11. Insurance: SUBRECIPIENT is required to maintain the insurance specified in Exhibit F, which is attached hereto and incorporated herein by this reference.

12. Indemnification: SUBRECIPIENT agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including SUBRECIPIENT, arising out of or in connection with the performance of SUBRECIPIENT hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, SUBRECIPIENT's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of SUBRECIPIENT, subject to SUBRECIPIENT's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SUBRECIPIENT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. COMMISSION's Liaison Officer. The COMMISSION shall appoint a designated liaison officer. That officer shall have the authority to monitor the program and fiscal operations of the SUBRECIPIENT on behalf of the COMMISSION. The SUBRECIPIENT shall appoint a representative to be available to the COMMISSION for consultation and assistance during the performance of this Agreement.

14. Prosecution of Work. The execution of this Agreement shall constitute SUBRECIPIENT's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for SUBRECIPIENT's performance of this Agreement shall be extended by a number of days equal to the number of days SUBRECIPIENT has been delayed.

15. Extra or Changed Work. Extra or changed work or other changes to the items identified in the Scope of Services or this Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work identified in the Scope of Services or significantly lengthen time schedules may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners and/or the Sonoma County Board of Supervisors must authorize all other extra or changed work. Failure of SUBRECIPIENT to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter SUBRECIPIENT shall be entitled to no compensation whatsoever for the performance of such work. SUBRECIPIENT further expressly waives any

and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the COMMISSION.

16. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits COMMISSION's right to terminate this Agreement pursuant to Article 4.

17. Merger: This writing, including all attachments and exhibits, is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856.

No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Reporting: SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each quarter, that is, by the following dates:

Quarter 4 (Q4): July 11, 2021

Each quarterly report shall describe the progress of the project.

Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a Final Report Addendum, the Summary of Other Funding Sources, showing all other funding sources, classification of funding sources as local, state, federal, or private, and amounts received for the specific project. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

SUBRECIPIENT, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

COMMISSION will use reports submitted by SUBRECIPIENT to provide periodic required reports in a timely way to the state, federal, local governmental or private funding entities.

19. Amendments: The COMMISSION or SUBRECIPIENT may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are

executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COMMISSION or SUBRECIPIENT from its obligations under this Agreement.

The COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and SUBRECIPIENT.

20. Publicity: Any publicity generated by SUBRECIPIENT for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The SUBRECIPIENT shall not comment publicly to the press or any other media regarding data, countywide initiatives, or related actions without the knowledge and consent of the COMMISSION. The SUBRECIPIENT shall not issue any news release or make claims regarding data related to work performed or services performed under this contract or through the COMMISSION without prior review of the contents thereof.

21. Representations of Subrecipient.

21.1 Status of Subrecipient. As noted in paragraph 10, SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement pursuant to Article 2, above, SUBRECIPIENT expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

21.2 Taxes. SUBRECIPIENT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. SUBRECIPIENT agrees to indemnify and hold COMMISSION harmless from any liability which it may incur to the United States or to the State of California as a consequence of SUBRECIPIENT's failure to pay, when due, all such taxes and obligations. In case COMMISSION is audited for compliance regarding any withholding or other applicable taxes, SUBRECIPIENT agrees to furnish COMMISSION with proof of payment of taxes on these earnings.

21.3 Records Maintenance. SUBRECIPIENT shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to COMMISSION, its auditors or other authorized representatives for inspection and audit at

any reasonable time. SUBRECIPIENT shall maintain such records for a period of five (5) years following completion of work hereunder.

21.4 Conflict of Interest. SUBRECIPIENT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state and/or federal law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by COMMISSION, SUBRECIPIENT shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with COMMISSION disclosing SUBRECIPIENT's or such other person's financial interests.

21.5 Statutory Compliance. SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. If SUBRECIPIENT performs any work knowing it to be contrary to such laws, rules and regulations, SUBRECIPIENT shall be solely responsible for all costs arising therefrom. SUBRECIPIENT shall defend, indemnify and hold COMMISSION, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21.6 Nondiscrimination. Without limiting any other provision hereunder, SUBRECIPIENT, by and for itself and its successors and assigns, agrees that it shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, military and veteran status, or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

21.7 AIDS Discrimination. SUBRECIPIENT, by and for itself and its successors and assigns, agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

21.8 Living Wage Requirements. SUBRECIPIENT, by and for itself and its successors and assigns, shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, SUBRECIPIENT expressly acknowledges and agrees that this contract is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Funding Agreement will be considered a material breach and may result in termination of the Funding Agreement or pursuit of other

legal or administrative remedies. Nonprofit entities shall pay employees providing services pursuant to a service contract or in connection with a county economic development assistance agreement a living wage as established by Sonoma County Code Section 2-377. The Nonprofit living wage rate schedule is located at <https://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>.

21.9 Assignment of Rights. SUBRECIPIENT assigns to COMMISSION all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by SUBRECIPIENT in connection with this Agreement. SUBRECIPIENT agrees to take such actions as are necessary to protect the rights assigned to COMMISSION in this Agreement, and to refrain from taking any action which would impair those rights. SUBRECIPIENT's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as COMMISSION may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of COMMISSION. SUBRECIPIENT shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of COMMISSION.

21.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of SUBRECIPIENT, and all actions required under the SUBRECIPIENT 's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

21.11 Good Standing. SUBRECIPIENT is a duly organized California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

22. Miscellaneous Provisions.

22.1 No Waiver of Breach. The waiver by COMMISSION of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Any waiver by the COMMISSION of any obligation or condition in this Agreement must be in writing.

22.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. SUBRECIPIENT and COMMISSION acknowledge that they have each contributed to the making of this

Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. SUBRECIPIENT and COMMISSION acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

22.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

22.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

22.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

22.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

22.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

22.10 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors and assigns.

22.11 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2021.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Tina Rivera, Interim Executive Director

CITY OF SANTA ROSA
SAM JONES HALL & SAM JONES HALL
ANNEX

By: *Jeff Kolin*
Jeff Kolin (Jun 29, 2021 11:21 PDT)

Jeff Kolin, Interim City Manager

EXHIBIT A
SCOPE OF WORK

1. Services to be Provided

1.1 SUBRECIPIENT Duties

1.1.1. SUBRECIPIENT shall provide services defined and set forth in Exhibit A-1 attached hereto and incorporated by this reference.

1.1.2. SUBRECIPIENT shall provide all necessary qualified personnel for performance of services under this Agreement.

1.1.3. SUBRECIPIENT shall record services and submit reports as required by COMMISSION, enumerating all services delivered to clients. SUBRECIPIENT shall make available to COMMISSION all records necessary to conduct thorough and comprehensive contract monitoring and auditing, and to conduct research and evaluation concerning SUBRECIPIENT and project as appropriate under terms of this Agreement.

1.1.4. SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project. Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION. SUBRECIPIENT, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

EXHIBIT A-1
SCOPE OF WORK

Organization Name: City of Santa Rosa
Project Name: Sam Jones Hall

The Sonoma County Community Development Commission (COMMISSION) has awarded the **City of Santa Rosa \$651,224** to support shelter services and operations at the **Sam Jones Hall** and **Sam Jones Hall Annex** related to coronavirus prevention and social distancing. **Sam Jones Hall Annex** is an expansion of Sam Jones Hall Emergency Shelter located at 4020 Finley Ave, in Santa Rosa, California. **Sam Jones Hall** and **Sam Jones Hall Annex** services support homeless individuals by providing emergency shelter and case management.

Emergency shelter is any facility that has as its primary purpose to provide temporary shelter for the homeless in general or specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. Emergency shelters provide a safe, secure and clean place to stay for those who cannot be diverted from the homeless system of care. Emergency shelters provide a short-term placement while permanent or more long-term housing options are obtained and shelters provide support with accessing housing resources in the community.

This Agreement will begin on March 13, 2020, and will expire on June 30, 2021.

EXHIBIT B
FISCAL PROVISIONS AND BUDGET

1. Fiscal Responsibilities. In consideration of the obligations to be performed by SUBRECIPIENT herein, SUBRECIPIENT shall be reimbursed for its actual costs, within the spending plan/paid according to the schedule depicted in Exhibit B-1. Notwithstanding the foregoing, the total amount to be paid to SUBRECIPIENT under the terms of this Agreement shall in no case exceed the sum noted in Section 4 of the Agreement.

1.1. Claiming and Documentation. Subrecipient shall receive reimbursement for its actual expenses by submitting a Subrecipient Reimbursement Request at least quarterly. All costs reported by Subrecipient in its Subrecipient Reimbursement Request, shall be supported by appropriate accounting documentation. The documentation shall establish that COMMISSION is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.3.1 COMMISSION reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

1.2. No Supplantation. SUBRECIPIENT must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other private or federal, state, or local government source. No supplantation of program financing by SUBRECIPIENT is contemplated or allowed.

1.3. Indirect Cost Rate. SUBRECIPIENT is responsible for providing an approved Indirect Cost Rate in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

1.3.1. SUBRECIPIENT must submit an Indirect Cost Rate Proposal to COMMISSION for approval within thirty (30) days following execution of this Agreement unless SUBRECIPIENT has a current negotiated rate letter with another Agency. In such case, SUBRECIPIENT must provide a copy of the negotiated rate letter within the above timeframe.

1.3.2. Indirect and/or administrative costs intended to be claimed under this Agreement will not be reimbursed without an approved Indirect Cost Rate or the provision of SUBRECIPIENT's cost allocation plan for the Agreement year.

1.4 Financial Records. SUBRECIPIENT understands and accepts its obligation to establish and maintain records of all program expenditures, for a minimum of five (5) years after the end date of this funding agreement.

1.4.1. SUBRECIPIENT shall make available for inspection and audit to representatives of COMMISSION, county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of SUBRECIPIENT and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. SUBRECIPIENT shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by COMMISSION.

1.4.2. If it should be determined during the term of this Agreement by the COMMISSION and/or Board of Commissioners that funds are not being utilized by SUBRECIPIENT in accordance with this Agreement, an audit may be ordered of SUBRECIPIENT's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT through this Agreement.

1.4.3. In the event that SUBRECIPIENT terminates its business activities, all records related to this Agreement shall be promptly delivered to COMMISSION by SUBRECIPIENT. SUBRECIPIENT shall be liable for any and all attorneys' fees incurred by COMMISSION in recovering records pursuant to this section.

1.5 Procurement. No procurement is authorized which is not specifically identified and approved herein. No equipment or capital projects are to be financed with this grant.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, SUBRECIPIENT acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by COMMISSION.

2. Transfer of Program Funds/Budget Adjustments. The Community Development Commission Executive Director or designee is authorized to approve and execute the transfer of funds between cost categories set forth in Exhibit B-1, and to approve and execute other changes to the Agreement, so long as such changes do not result in a significant change to the program design or an increase in COMMISSION'S maximum financial obligation as set forth in Section 4 of this Agreement. COMMISSION'S written approval is required prior to the transfer of any program funds between cost categories set forth in the Exhibit B-1.

3. Closeout. Final reimbursement request is due within ten (10) days of fiscal year end.

4. Repayment. SUBRECIPIENT is responsible for the repayment of all audit exceptions and disallowances taken by COMMISSION, county, state, or federal agencies related to activities conducted by SUBRECIPIENT under this Agreement.

EXHIBIT B-1
Budget

City of Santa Rosa
Sam Jones Hall & Sam Jones Hall Annex

City of Santa Rosa – Sam Jones Hall & Sam Jones Hall Annex	State ESG-CV
Operating	\$651,224.00
TOTAL	\$651,224.00

Notes:

1. Final reimbursement request is due by July 9, 2021.
2. All State ESG-CV funds must be spent by June 30, 2021.

EXHIBIT C
Environmental

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Sam Jones Hall

Responsible Entity: Sonoma County Community Development Commission

Grant Recipient: City of Santa Rosa

State/Local Identifier: California/County of Sonoma

Preparer: Chuck Mottern, Homeless Services Funding Coordinator

Certifying Officer Name and Title: Tina Rivera, Interim Executive Director

Consultant NA

Project Location: 4020 Finley Ave, Santa Rosa, California

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The Sam Jones Hall Annex is an expansion of Sam Jones Hall Emergency Shelter. Sam Jones Hall services support homeless individuals by providing emergency shelter services and case management. Emergency shelter is any facility that has as its primary purpose to provide temporary shelter for the homeless in general or specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. Emergency shelters provide a safe, secure and clean place to stay for those who cannot be diverted from the homeless system of care. Emergency shelters provide a short-term placement while permanent or more long-term housing options are obtained and shelters provide support with accessing housing resources in the community.

Level of Environmental Review Determination:

Activity/Project is Exempt per 24 CFR 58.34(a):

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
(2) Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services

Funding Information

Grant Number	HUD Program	Funding Amount
20-ESGCV1-00033	State Emergency Solutions Grant – Coronavirus	\$651,224.00

Estimated Total HUD Funded Amount: \$651,224

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): *Other Federal grants not from CDC*

Estimated Total Project Cost \$1,186,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Project does not involve the sale or acquisition of property. The subject property is not located in any airport clear zones or accident potential zones.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is located in HUD Region IX. There are no designated coastal barrier resources in HUD Region IX.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The subject property is within an area of minimal flood hazard (Zone X), according to FIRM Panel Map 06097C0717F, effective 10/16/2012

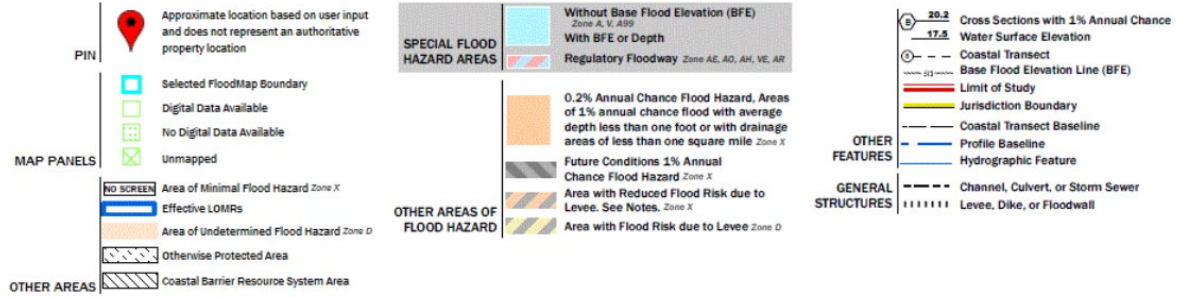
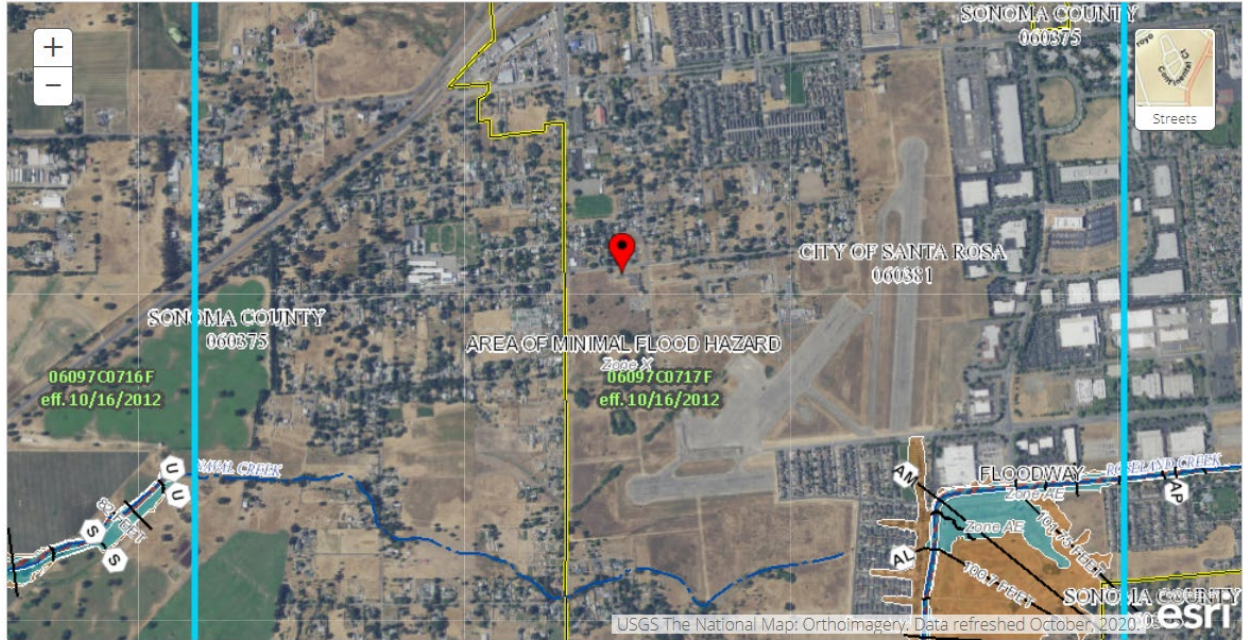


EXHIBIT E
State and Federal Funding Requirements

1. General Compliance:

The SUBRECIPIENT agrees to comply with the applicable requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning federal Community Development Block Grant program (CDBG)) and/or Part 576 (the Housing and Urban Development regulations concerning federal Emergency Solutions Grant Program (ESG)), and/or Part 578 (the Housing and Urban Development regulations concerning the federal Continuum of Care (CoC) program), as relevant. The SUBRECIPIENT agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

Both parties have entered into this Agreement in reliance on the federal government's representation that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to SUBRECIPIENT under this Agreement if the Federal government does not fund in the amount projected at the time this Agreement is executed. SUBRECIPIENT agrees that the maximum amount payable under this Agreement by COMMISSION shall not exceed the amount funded by the federal government.

2. Program Income

"Program income" means amounts received by SUBRECIPIENT generated from the use of federal funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following: 1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds; 2) proceeds from the disposition of equipment purchased with federal funds; 3) gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with federal funds, less costs incidental to generation of the income; 4) gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with federal funds, less costs incidental to generation of the income; 5) payments of principal and interest on loans made using federal funds; 6) proceeds from the sale of loans made with federal funds; 7) proceeds from the sale of obligations secured by loans made with federal funds; 8) interest earned on program income pending its disposition; and 9) funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the federally funded portion of a public improvement.

Under the Community Development Block Grant Program (CDBG, 24 CFR 570.503), any program income received by SUBRECIPIENT shall be immediately returned to COMMISSION. This provision shall survive the termination or expiration of this Agreement.

Under the Emergency Solutions Grant Program (ESG, 24 CFR 576.3 and 576.201), program income includes any amount of a security or utility deposit returned to SUBRECIPIENT; eligible ESG costs paid by program income shall count toward meeting the COMMISSION'S matching requirements. Financial records of receipt and use of program income must be retained per the records retention policies in paragraph 10(b), Records.

Under the Continuum of Care Program (CoC, 24 CFR 578.97), program income is the income received by the SUBRECIPIENT directly generated by a grant-supported activity. Program income earned during the grant term shall be retained by the SUBRECIPIENT, and used for eligible activities in accordance with 24 CFR 578 Subpart D. Costs incident to the generation of program income may be deducted from gross income to calculate program income, provided that the costs have not been charged to grant funds.

Under the Homeless Emergency Aid Program (HEAP), California Emergency Solutions and Housing (CESH), and Homeless Housing Assistance Program (HHAP) program income may be generated by activities carried out with HEAP funds made available under this Agreement. The SUBRECIPIENT may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to COMMISSION at the completion of the Agreement.

3. Compliance with Emergency Solutions Grant Program, 24 CFR 576 Subpart E

In the event that any provision of the Agreement or its Exhibits conflicts with any other term or condition, the Contractor shall abide by the stricter requirement as set forth by the County, State, or Federal governmental agency. Contractor shall carry out all ESG funded activities in a manner consistent with the requirements of 25 CCR 8409,

State ESG funds awarded by the County shall be used for the eligible activities as permitted under the federal ESG regulations at 24 CFR Part 576.

Per § 576.400 (d), once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG funded program or project within the Continuum of Care's area must use that assessment system.

Per § 576.400 (e), as the administrative agency for the Urban County and Administrative Entity for the State ESG Program, COMMISSION has developed written standards for

providing Emergency Solutions Grant (ESG) assistance, attached as Exhibit G, and will consistently apply those standards for all program participants. SUBRECIPIENT shall comply with all written standards developed by the Continuum of Care and adopted by the Continuum of Care Board.

Per § 576.400 (f), data on all persons served and all activities assisted under ESG and State ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Specific HMIS requirements are included in Exhibit D.

Per § 576.405 (c), SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

4. Compliance with Continuum of Care Program, 24 CFR 578

Per § 578.23 (c)(9), SUBRECIPIENT must use the coordinated assessment system established by the Continuum of Care. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system, provided that victim service providers use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead.

Per § 578.75 (e), SUBRECIPIENT must conduct an ongoing assessment of the supportive services needed by the participants in the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability.

Per § 578.75 (g), SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the SUBRECIPIENT, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if the SUBRECIPIENT is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions. Each SUBRECIPIENT must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

5. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin

in all phases of employment during the performance of Federal or federally-assisted contracts and affirmative action shall be taken to ensure equal employment opportunity. SUBRECIPIENT will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

6. Use of Debarred, Suspended or Ineligible SUBRECIPIENTs or Subcontractors

The SUBRECIPIENT agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any SUBRECIPIENT or subcontractor during any period of debarment, suspension, or placement in ineligible status (24 CFR Part 24).

7. Compliance with 2 CFR Part 200

SUBRECIPIENT shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8. Lobbying Restrictions

SUBRECIPIENT agrees, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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 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.

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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the language of this paragraph shall 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, US 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.

9. Environmental Standards

The SUBRECIPIENT agrees to comply with the requirements of the National Environmental Policy Act of 1969 as specified in regulations issued pursuant to Section 104(g) of the Housing and Community Development Act and contained in 24 CFR part 58.

10. Fair Housing and Equal Opportunity Certifications

SUBRECIPIENT hereby assures and certifies that it will comply with the following Acts and/or Executive Orders:

a) Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.; PL 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to SUBRECIPIENT. This assurance shall obligate SUBRECIPIENT, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b) Fair Housing Act of 1968

The Fair Housing Act (42 USC 3601-3620; PL 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. SUBRECIPIENT shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c) Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or

occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d) Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 USC 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e) Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

The SUBRECIPIENT must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. the frequency with which LEP persons utilize these programs and services;
3. the nature and importance of the program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the SUBRECIPIENT. SUBRECIPIENT shall develop and implement a LEP policy consistent with the above guidelines and provide the COMMISSION with copies of its LEP Policy.

f) Section 504 of the Rehabilitation Act of 1973 and Title III of the Americans with Disabilities Act

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on disability in federally assisted and conducted programs and activities.

Title III of the Americans with Disabilities Act (28 CFR 36, Subpart B) prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, or accommodations of any place of public accommodation by any private entity. Per Exhibit H of this Funding Agreement, SUBRECIPIENT is required to submit a Reasonable Accommodation policy approved by the organization's Board of Directors. The final Board-approved policies must be submitted to COMMISSION by October 31, 2019. SUBRECIPIENT agrees to document and report on reasonable accommodation requests in each Quarterly Reporting.

g) Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

h) Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs

The Equal Access/Gender Identity Final Rule (24 CFR Part 5) ensures equal access for individuals in accordance with their gender identity in programs and shelters funded under programs administered by HUD's Office of Community Planning and Development (CPD). This rule amended HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity and eliminates the prohibition on inquiries related to sexual orientation or gender identity, so that service providers can ensure compliance with the rule. For more information, see <https://files.hudexchange.info/resources/documents/Equal-Access-Final-Rule-2016.pdf>.

i) Executive Orders 11625, 12432, 12138 - Minority and Women-Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

10. Other Federal Requirements

a) Audit Requirements

SUBRECIPIENT shall comply with audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards. Specifically, SUBRECIPIENT shall obtain an annual program-specific or single audit, as required. SUBRECIPIENT shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within 9 months after the end of the SUBRECIPIENT's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

b) Records

SUBRECIPIENT agrees to make available for inspection and audit to representatives of COMMISSION, federal, state, and/or local county governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of SUBRECIPIENT, and this Agreement and to maintain said records for a minimum of five (5) years from the date of COMMISSION's submission of the annual performance and evaluation report in which the funded activity is reported on for the final time. SUBRECIPIENT further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and federal regulations.

If COMMISSION should determine that SUBRECIPIENT is not using funds in accordance with this Agreement, or that the COMMISSION does not have sufficient information to determine whether or not the SUBRECIPIENT is using funds in accordance with this Agreement, COMMISSION may order an audit of SUBRECIPIENT's books and financial program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees that in the event that the program established herewith is subjected to audit exceptions by COMMISSION agencies, it shall be responsible for complying with all exceptions and will pay COMMISSION the full amount of COMMISSION's liability to the state and/or federal government, resulting from such exceptions.

All provisions of this Agreement that require the availability of records or reporting shall survive termination of this Agreement.

c) Conflict of Interest

1. Interest of Members of a City or County: No members of the governing body of a city or County and no other officer, employee, or agent of the municipality or County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

2. Interest of Other Local Public Officials: No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall

have any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

3. Interest of SUBRECIPIENT and Employees: SUBRECIPIENT understands that COMMISSION is a recipient of federal funds and that by virtue of this Agreement, SUBRECIPIENT is a subrecipient of those funds. As such, SUBRECIPIENT further understands that certain Federal laws relating to conflict of interest apply to SUBRECIPIENT, its officers, agents, employees, and constituents; expressly, those laws are contained in 2 CFR Section 200.318.

d) Reversion of Assets

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

e) Political Activity Prohibited

None of the funds, materials, property, or services contributed by COMMISSION or SUBRECIPIENT under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

f) Religious Activity Prohibited

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

g) Publication Rights and Copyrights

If this Agreement results in any copyrightable material or inventions, the COMMISSION reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work or materials for government purposes.

EXHIBIT F

Insurance Requirements for Homeless Service Programs

Section I – Insurance to be maintained by SUBRECIPIENT

SUBRECIPIENT shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for Fiscal Year 2021-2022 after all funds have been disbursed.

COMMISSION reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. COMMISSION's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or COMMISSION's failure to identify any insurance deficiency shall not relieve SUBRECIPIENT from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if SUBRECIPIENT has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If SUBRECIPIENT currently has no employees as defined by the Labor Code of the State of California, SUBRECIPIENT agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If SUBRECIPIENT maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by SUBRECIPIENT.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. SUBRECIPIENT is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether SUBRECIPIENT has a claim against the insurance or is named as a party in any action involving the County.
- d. Sonoma County Community Development Commission and the County of Sonoma, their

officers, agents and employees, 1440 Guerneville Rd, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of SUBRECIPIENT's ongoing operations. (ISO endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between COMMISSION and SUBRECIPIENT and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if SUBRECIPIENT owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **SAM JONES HALL & SAM JONES HALL ANNEX.**
- b. SUBRECIPIENT shall submit required Evidence of Insurance prior to the execution of this Agreement. SUBRECIPIENT agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance

is: Sonoma County Community Development Commission 1440 GUERNEVILLE RD,
SANTA ROSA CA, 95403.

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. SUBRECIPIENT shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

SUBRECIPIENT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be Maintained by SUBRECIPIENT's contractors and/or consultants --

1. General Liability Insurance

- a. Proof of Commercial General Liability Insurance shall be provided on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Subcontractor shall name contractor / subrecipient and the County of Sonoma as an additional insured to the policy coverage required above. Proof of additional insured coverage must be provided by a Certificate of Insurance before the commencement of work.

EXHIBIT H

Reasonable Accommodations

SUBRECIPIENT is required to comply with the American with Disabilities Act of 1990 (ADA), as amended by the ADA Amendments Act of 2008. The ADA prohibits public entities and private entities offering a place of public accommodation from discriminating against individuals on the basis of an actual or perceived disability.

The ADA requires SUBRECIPIENT to provide reasonable accommodations¹ to applicants and participants who claim a disability prevents them from accessing services, but who otherwise would be eligible for SUBRECIPIENT's services. Individuals with a disability, as defined by the ADA, are entitled to request and receive reasonable accommodations in order to enjoy full and equal access to the SUBRECIPIENT's services.

The COMMISSION requires SUBRECIPIENT to submit a policy approved by SUBRECIPIENT's Board that describes the procedure for processing requests for reasonable accommodations, as well as a Client Grievance Policy and Procedure that describes how a client may file a grievance if she or he believes SUBRECIPIENT has discriminated against her or him in violation of the ADA. At a minimum, SUBRECIPIENT's reasonable accommodation policy must guide staff in conducting the iterative process of responding to reasonable accommodation requests and describe internal processes for accepting or denying such requests. Final versions of these policies, or a draft if the policy is not yet finalized, must be filed with the COMMISSION as a condition of entering into this Agreement.

If a submitted draft policy receives Board approval during the contract year, SUBRECIPIENT must submit the approved document to the COMMISSION via email within thirty days to the COMMISSION's designated liaison officer as noted in Section 13 of this Agreement. SUBRECIPIENT's response to the processing of reasonable accommodation requests will be a point of program monitoring throughout the life of the contract.

THE COMMISSION'S RECEIPT AND RETENTION OF SUBRECIPIENT'S POLICIES IS NOT A DETERMINATION ON OR ACCEPTANCE OF THE LEGAL SUFFICIENCY OF SUCH POLICIES. SUBRECIPIENT SHOULD CONSULT WITH ITS LEGAL COUNSEL REGARDING THE SUFFICIENCY OF SUCH POLICIES.

If an applicant for services requests a reasonable accommodation for a disability while he or she is in Coordinated Entry (either during initial assessment or at any time following enrollment), Coordinated Entry staff will forward the accommodation request to the service or housing organization. Applicants already enrolled in Coordinated Entry may submit their requests directly to a SUBRECIPIENT staff member at any point of their experience with services. Per the Coordinated Entry Policies and Procedures (page 25), the SUBRECIPIENT has 72 hours to respond to CES' reasonable accommodation request, confirming receipt of the request.

¹ A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations.

Client charts shall contain documentation of the date of the reasonable accommodation request, the nexus between the requested accommodation and the individual's disability, SUBRECIPIENT's response to the request, including any specific reasons for denying or approving the request, and the course of action following denial or approval. Denials of reasonable accommodation requests must contain information supporting SUBRECIPIENT's determination that approval would cause undue financial and administrative burden or fundamentally alter the nature of the program. In the event of a denial of a reasonable accommodation request, the SUBRECIPIENT shall inform the COMMISSION *via* email to the COMMISSION's designated liaison officer of the circumstances, reasons for denial, and subsequent actions within five business days.






City of SR SJHA FY20-21

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Liz Licursi (elicursi@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMmBeA-WE9TXDYCPD-sEmXlwExF6U-IKw

"City of SR SJHA FY20-21" History

-  Document created by Liz Licursi (elicursi@srcity.org)
2021-06-29 - 5:09:22 PM GMT- IP address: 12.249.238.210
-  Document emailed to Jeff Kolin (jkolin@srcity.org) for signature
2021-06-29 - 5:10:56 PM GMT
-  Email viewed by Jeff Kolin (jkolin@srcity.org)
2021-06-29 - 6:20:14 PM GMT- IP address: 12.249.238.210
-  Document e-signed by Jeff Kolin (jkolin@srcity.org)
Signature Date: 2021-06-29 - 6:21:46 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Agreement completed.
2021-06-29 - 6:21:46 PM GMT