

**AGREEMENT BETWEEN COVENANT HOUSE CALIFORNIA
AND THE COUNTY OF ORANGE
FOR A HOMELESS SHELTER CAPITAL PROJECT**

THIS AGREEMENT #19-23-0063-HEAP (“Agreement”) is made and entered into this ____ day of _____ 2019 (“**Effective Date**”), by and between Covenant House California, with a DUNS #617537436, a private non-profit corporation in the state of California (hereinafter referred to as “**Contractor**”) and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “**County**”). The Contractor and County may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, on or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026, as amended, accepting the award of Homeless Emergency Aid Program (“HEAP”) funds provided under the HEAP program. The State Standard Agreement, as amended, is attached hereto as Exhibit 1 and is incorporated herein by reference; and

WHEREAS, County solicited proposals to award a contract utilizing funding from the State of California’s Homeless Emergency Aid Program (“HEAP”) for emergency services, rental assistance or subsidies and capital improvements; targeting Transitional Aged Youth (TAY), ages 18-24, who are experiencing homelessness; and

WHEREAS, Contractor responded to the solicitation and was subsequently recommended for funding to acquire a facility with the intention of creating a minimum of 25 beds for a Transitional Aged Youth homeless shelter to serve Orange County; and

WHEREAS, Contractor has agreed to identify a site in the City of Anaheim for the identified purpose in this Agreement to be approved in writing by the County (“**Site**”); and

WHEREAS, the Contractor was awarded up to \$778,435 toward HEAP eligible capital project costs of the Site (the “**Funds**”); and

WHEREAS, Contractor and County now desire to enter into this Agreement to establish responsibilities for the purchase and control of the Site; and

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

Exhibits:

This Agreement is comprised of this document and the following Exhibits, which are attached hereto and incorporated by reference into this Agreement:

Exhibit 1: State Standard Agreement 18-HEAP-00026, as amended

Exhibit 2: Declaration of Restrictive Covenant and its attached exhibits

1. CAPITAL PROJECT

- 1.1 The Contractor is in the process of identifying and/or purchasing the Site to be used for the purposes described in this Agreement.
- 1.2 The Contractor shall purchase the Site and use the Funds, in a manner consistent with the federal, state and local laws including but not limited to applicable procurement requirements and the requirements set forth in State Standard Agreement 18-HEAP-00026, as amended, attached hereto as Exhibit "1".
- 1.3 The Contractor warrants that Funds will not be used for costs associated with activities in violation of any law or for any activities inconsistent with the intent of the HEAP and the eligible uses identified in Health and Safety Code Section 50214.
- 1.4 The Contractor shall be responsible for acquiring and complying with all necessary land use approvals and permits, and licenses required for the acquisition, renovation, and/or operation of the Site including but not limited to those necessary to perform design, construction, or operation and maintenance of the Site. Contractor shall provide County copies of all the permits, and approvals upon request of the County.
- 1.5 Except as otherwise agreed upon by the Parties, the Contractor shall control the management and operation plan for the Site. The Contractor shall operate the Site as a year-round emergency homeless shelter for a minimum of ten (10) years from the execution of this Agreement and provide at a minimum, Services as identified in this Agreement for the said duration, after which the Contractor may use the Site for any use, in its sole and absolute discretion ("Term of the Agreement").
- 1.6 For the purposes of this Agreement, the Site shall serve eligible participants. Eligible participants are defined as a person/household who is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 Code of Federal Regulations (CFR) Part 578.3 and 576.2. The targeted age of the eligible participants shall be between 18 and 24.
- 1.7 The Contractor has agreed to execute, properly record, and comply with requirements of the Declaration of Restrictive Covenant by and between County and Contractor dated _____, _____ 2019, ("Covenant"), which is attached hereto as Exhibit "2" and is incorporated herein by reference. The Contractor is required to provide the County with the official conformed copy and proof of recordation of the Covenant, within 30 days of the execution of this Agreement.

2. COST SHARING BETWEEN THE PARTIES:

- 2.1 County shall provide up to Seven Hundred Seventy-Eight Thousand and Four Hundred Thirty-Five dollars (\$778,435) ("Funds") toward HEAP eligible costs. It is expressly agreed and understood that the total amount to be paid by County under this

Contract shall not exceed the Funds. The eligibility of the capital project shall be determined pursuant to HEAP and all other applicable state, federal and local laws and regulations. County may not pay for any costs that are not eligible under HEAP or other applicable state and federal laws and regulations including the State Standard Agreement 18-HEAP-00026, as amended. Contractor shall be responsible for any HEAP eligible capital project costs of the Site in excess of the Funds. Any dispute or disagreement regarding whether a cost is eligible or not eligible under HEAP shall be resolved by the County in its sole and absolute discretion.

- 2.2 County shall make payment(s) to Contractor within thirty (30) days of receiving invoice(s) from Contractor on a monthly or quarterly basis, to be mutually agreed upon between both Parties, for the HEAP eligible capital improvements that have been performed at the Site. In the event Contractor erroneously invoices the County for a cost that is an ineligible cost under HEAP or for work, improvements, or other items that have not already been performed or occurred, Contractor shall immediately notify the County upon learning of such error, submit a corrected invoice to the County, and reimburse the County for all such payments.
- 2.3 Contractor shall submit all final invoices to County no later than April 30, 2021. Any invoices received after this date will not be eligible for reimbursement by County. Contractor shall send invoices to:

OC Community Resources
601 N. Ross St., 6th Floor
Santa Ana, CA 92701
Attention: Accounts Payable

On the Contractor's letterhead, each invoice shall include the following information:

- 2.3.1 A description of the costs for which the Contractor seeks reimbursement with details sufficient to establish that the items are eligible for funding under HEAP.
- 2.3.2 The Contractor's name and address.
- 2.3.3 The Contractor's remittance address, if different from 2.3.2, above.
- 2.3.4 Name of County Agency Department
- 2.3.5 The County Master Agreement Number and Delivery Order Number, to be provided by the County Program Manager.
- 2.4 Contractor agrees to allocate adequate funding to operate and maintain the Site for its intended purpose on an annual basis for a minimum of ten (10) years from execution of this Agreement.
- 2.5 In the event Contractor ceases to operate the Site or fails to fulfill its responsibilities as defined under this Agreement for a minimum of ten (10) years from execution of this Agreement, Contractor shall return all or a prorated amount of Funds to the County based upon the numbers of years in which the Site failed to operate as required under this Agreement.

2.6 In the event (1) any portion of HEAP funds transferred from County to Contractor are deemed ineligible for a particular use or purpose; or (2) Contractor erroneously invoices the County for a cost that is an ineligible cost under HEAP, or for work, improvements, or other items that have not already been performed or occurred, Contractor shall immediately notify the County upon learning of such error, submit a corrected invoice to the County, and reimburse the County for all such payments within 90 days after learning of any such improper transfer of funds or within 90 days after the County's written request, whichever is earlier.

3. CONTRACTOR RESPONSIBILITIES:

3.1 Within thirty (30) days of execution of this Agreement, Contractor shall provide a timeline for the HEAP eligible capital improvements of the Site with anticipated dates and milestones.

3.2 Contractor shall provide monthly updates on the status of the capital improvements of the Site until June 30, 2021, or sooner upon completion of the capital improvements of the Site.

3.3 Contractor shall, or procure a firm to, operate the Site as a year-round emergency homeless shelter on a 24/7 basis, including taking appropriate action for medical/mental health emergencies of participants. In the event the Contractor procures a firm to operate the Site, for informational purposes the Contractor shall provide the County with the name of the firm, the model used for operation and the established eligibility criteria for entry into the emergency homeless shelter and shall procure the firm pursuant to requirements as set forth in applicable state and federal statutes and regulations.

3.4 During the Term of the Agreement, Contractor shall continuously and as necessary enter client/participant data in the Homeless Management Information System (HMIS) for tracking occupancy and adhere to all implementation guidelines developed under the County's Continuum of Care Program per the current 2-1-1-OC HMIS standards or any amended HMIS standards as amended from time to time.

3.5 Contractor shall collaborate with County on the County's Coordinated Entry System and other Continuum of Care services.

3.6 Contractor shall work in partnership with County to be a "Good Neighbor." In being a Good Neighbor," the Contractor shall inform the public about the positive aspects of the shelter program, be responsive to community concerns, and work closely with Contractor/local governmental agencies to minimize the impact of the shelter program on the surrounding neighborhood.

3.7 For informational purposes, the Contractor shall submit its policies and procedures to the County for the shelter program including, but not limited to, all aspects of the

shelter program services, management plan, staff responsibilities, and staff coordination.

- 3.8 Contractor shall coordinate with County agencies engaged with those experiencing homelessness including, but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and shall also engage local agencies, social services programs and volunteers to assist with the shelter program.
- 3.9 Contractor shall submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS.
- 3.10 The Contractor shall provide the following agreed upon services including but not limited to ("Services"):
- 3.10.1 Provide a minimum of 25 shelter beds at the Site to serve the Transitional Aged Youth homeless population, ages 18-24, in Orange County.
 - 3.10.2 Maintain and operate the Site as a year-round emergency homeless shelter designed to provide access to safe shelter, basic needs and access to support to move individuals and families out of homelessness and into permanent housing opportunities.
 - 3.10.3 Operate the Site 24/7 (24 hours per day, 7 days a week).
 - 3.10.4 Provide an engagement rich environment to provide eligible participants, as defined in Paragraph 1.6, a pathway to service connections, health care, housing and stability per the industry standards. The Parties mutually agree that any available beds or services provided at the Site will be limited to individuals in Orange County.
 - 3.10.5 Provide case management services, rental assistance, and access and/or referrals to mental health and social services designed to reduce homelessness.
 - 3.10.6 Provide other services as reasonably necessary to comply with the HEAP funding requirements.
- 3.11 The Contractor agrees to perform the work, and provide Services in accordance with all laws, including but not limited to state, federal, and local regulations, housing and building codes and State Standard Agreement 18-HEAP-00026 as amended, as if those requirements are set forth herein.

4. MISCELLANEOUS:

- 4.1 The obligations and participation of County under this Agreement shall be limited solely to the discretionary issuance of the Funds to Contractor in accordance with the terms of this Agreement.
- 4.2 Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the

governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, arising from or related to the Services, capital improvements, and operation of the Site, or other performance provided by Contractor, its agents, affiliates, and subcontractors pursuant to this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- 4.3 The Contractor acknowledges and agrees that in performing Services including capital improvements, and operation of the Site, shall carry insurance commensurate with their liability and property exposures with insurers with a minimum A.M. Best rating of A-/VIII. Contractor shall ensure their subcontractors carry insurance commensurate with their liability exposures. Contractors and subcontractors with employees must carry Workers Compensation as required by law.
- 4.4 Neither Party shall have the right to assign this Agreement without the express written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.
- 4.5 This Agreement, its attached exhibits and documents incorporated by reference herein, contains the entire Agreement between the Parties for the matters referenced herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.
- 4.6 Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

County
OC Community Resources
OC Housing and Homeless Services
1501 E. Saint Andrew Place, 1st Floor
Santa Ana, CA 92705
Attention: Program Manager

Contractor
Covenant House California
1325 N. Western Ave.
Los Angeles, CA 90027
Attention: Program Manager

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

- 4.7 In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.
- 4.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute but one and the same instrument.
- 4.9 **Default:**

County Default:

County shall be deemed in default of this Agreement if: a) in the event of any monetary breach of this Agreement by County, Contractor shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, County fails to cure within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**County Default**").

Contractor Default:

Contractor shall be deemed in breach of this Agreement if: a) in the event of any monetary breach of this Agreement by Contractor, County shall notify Contractor in writing of such breach, Contractor shall have ten (10) days from such notice in which to cure said breach, and Contractor fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, Contractor fails to cure within fifteen (15) days after receipt by Contractor of written notice specifying wherein such obligation of Contractor has not been performed; provided however, that if the nature of Contractor's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then Contractor shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**Contractor Default**").

County Remedies:

County's remedies as the result of Contractor Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

Contractor Remedies:

Contractor's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

In addition to the remedies set forth herein, in the event of a Contractor Default or a County Default, the non-defaulting Party may immediately terminate this Agreement.

- 4.10 Each party represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of such Party's governing board, and the person(s) executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.
- 4.11 The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- 4.12 Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.
- 4.13 **Compliance with Laws:** Contractor represents and warrants that Services including capital projects to be provided under this Agreement shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity, all state and federal laws, rules, and regulations that pertain to HEAP, construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "4.2" above, Contractor agrees that it shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the

governing Board ("County Indemnitees") harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

4.14 Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

4.15 Prevailing Wage (Labor Code Sec. 1773): Except as otherwise provided by state or federal law, pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Agreement. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

4.16 Non-Discrimination: In the performance of this Agreement, both Parties agree that they will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Both Parties acknowledge that a violation of this provision shall subject the Parties to penalties pursuant to Section 1741 of the California Labor Code.

4.17 Drug-Free Workplace Certification:

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

- prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Agreement:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

4.18 County of Orange Child Support Enforcement:

Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the Term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement.

- 4.19 EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or

executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

- 4.20 **Lobbying:** On the best information and belief, Contractor certifies that in connection with this Agreement, no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract. Contractor agrees to comply with the lobbying Laws and policies applicable to County and to assure that its officers and employees comply before any appearance before the County of Orange’s Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before state or federal legislatures or the Board of Supervisors of the County of Orange.
- 4.21 **Debarment:** Contractor hereby certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Notwithstanding anything to the contrary set forth in this Agreement, Contractor shall not engage in any activities that lead to its debarment or, suspension from performing services for the County or the United States government and shall not engage any Subcontractors that are now or hereafter debarred or suspended from performing services for County or the United States government.
- 4.22 County reserves the right to inspect any work performed pursuant to this Agreement to ensure that all work is being and has been performed in accordance with the applicable federal, state and or local requirements and State Standard Agreement Number 18-HEAP-00026, as amended.
- 4.23 **Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver

of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- 4.24 **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- 4.25 **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- 4.26 **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or instruments of other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors

from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

- 4.27 **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- 4.28 **Severability:** If any term, covenant, condition or provision of this Contract 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.
- 4.29 **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- 4.30 **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's Project Manager.

- 4.31 **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 4.32 **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- 4.33 **Conflict of Interest - County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 4.34 **Licenses:** At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.
- 4.35 **Non-Supplantation of Funds:** Contractor shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees

that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

4.36 Access and Records:

- A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor's activities, books, documents and papers (including computer records and emails) and to records of Contractor's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. Contractor shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Contract.

- 4.37 **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 4.38 **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 4.39 **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent

amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

- 4.40 **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

4.41 **Fiscal Accountability:**

- A. Financial Management System: Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:
- i. Information pertaining to tuition rates, payments, and educational assistance payments;
 - ii. Source documentation to support accounting records; and
 - iii. Proper charging of costs and cost allocation.
- B. Contractor's Record: Contractor's records shall be sufficient to:
- i. Permit preparation of required reports;
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
 - iv. Permit tracing and reporting of leveraging as required.
- C. Costs Charged: Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

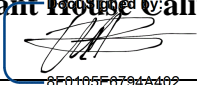
4.42 **Publicity, Literature, Advertisements, and Social Media:**

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
- 1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;

2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by County; and,
4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Agreement to be executed.

***Covenant House California**

By:  _____
8F0105E0794A402...

By: _____

Name: Bill Bedrossian

Name: _____

Title: CEO

Title: _____

Dated: 9/13/2019

Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

County of Orange

A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM:

By:  _____
74000D32EE65457...

Dated: 9/13/2019

Deputy County Counsel



December 20, 2018

Natalie Wieckert
Staff Specialist
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
3rd Floor
Santa Ana, CA 92706

RE: Award Announcement – Santa Ana, Anaheim/Orange County Continuum of Care Agreement #18-HEAP-00026: CA-602 COC-CA-602-99KLQGG51M

Dear Ms. Wieckert:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council is pleased to announce that the Santa Ana, Anaheim/Orange County Continuum of Care has been awarded a Homeless Emergency Aid Program (HEAP) grant in the amount of \$15,568,715.65. This letter constitutes notice of the award of HEAP funds for use in the Santa Ana, Anaheim/Orange County Continuum of Care.

The County of Orange will receive its full disbursement of funds after the Standard Agreement is fully executed, and the enclosed Request for Funds form has been signed and returned. Please note that the Request for Funds form must be signed at a date at least one day after the County of Orange has signed the Standard Agreement. In addition, grant expenditures may not be incurred prior to the execution of the Standard Agreement and receipt of HEAP funds by the County of Orange.

Please be advised that this award is subject to the terms and conditions of the Standard Agreement, which must be fully executed within 30 calendar days of the date of this award letter. Failure by the County of Orange to sign and return the Standard Agreement upon receipt from BCSH within this timeframe may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information, please contact Daniel Castillo, HEAP Grant Manager, at 916-651-2788 or daniel.castillo@bcsh.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexis Podesta".

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency
Council Chair



December 20, 2018

Natalie Wieckert
 Staff Specialist
 Santa Ana, Anaheim/Orange County Continuum of Care
 333 West Santa Ana Blvd.
 3rd Floor
 Santa Ana, CA 92706

**RE: Santa Ana, Anaheim/Orange County Continuum of Care
 Agreement #18-HEAP-00026: CA-602 COC-CA-602-
 99KLQGG51M**

Dear Ms. Wieckert:

Congratulations on the Santa Ana, Anaheim/Orange County Continuum of Care's Homeless Emergency Aid Program (HEAP) award. Attached is a copy of the HEAP Standard Agreement with Exhibits A through D.

A. Standard Agreement (STD 213 and Exhibits A through D)

STD 213 – Cover page

Exhibit A – Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – Terms and Conditions

Exhibit D – Special Terms and Conditions

B. For expeditious handling of the contract, please complete the following:

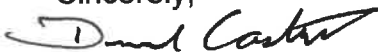
1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors. Changes to the Agreement will not be accepted unless approved in writing by the Business, Consumer Services and Housing Agency (Agency).
2. Agency has provided four signed copies of the Standard Agreement, STD 213. The Grantee shall counter sign the four

3. The person(s) authorized in the Authorized Signatory Form must provide an **original signature, printed name, title and date** on the lower left-hand section entitled "Contractor" on each of the four copies of the STD 213, and provide an original initial in the space provided on the cover of each copy of Exhibits A through D
4. The person authorized in the Authorized Signatory Form must provide a printed name, signature, and date on the attached Request for Funds (RFF) form. **The date of the signature must be at least one day after the date of the signed STD 213.**
5. Do not send photo copies of signatures. All must be original signatures with wet ink.
6. Return the four signed copies of the STD 213 with all initialed Exhibits and the signed RFF form **within 30 calendar days** inside the enclosed envelope.
7. Insert a signed copy of either the STD 204 or GovtTIN form that was submitted along with application documents.
8. Maintain a complete electronic version of the STD 213 and Exhibits A through D for your pending file. Note: The contract is not effective until it is signed by the Grantee's designated official and the Agency.

The Agency reserves the right to cancel a pending Standard Agreement in its entirety if it is not returned within the required 30-day period. Furthermore, no changes may be made to the Standard Agreement or Exhibits A through D without prior written approval from the Agency.

Please accept our best wishes for a successful program. Please contact me at (916) 651-2788 or Daniel.Castillo@bcsh.ca.gov or our Local Government Liaison, Lahela Mattox, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Daniel Castillo
Grant Manager

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Attachment B

AGREEMENT NUMBER

18-HEAP-00026

REGISTRATION NUMBER

CA-602

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

STATE AGENCY'S NAME

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CONTRACTOR'S NAME

County of Orange

2. The term of this Agreement is: **Upon BCSH Approval** through **10/31/2021**

3. The maximum amount of this Agreement is: **\$ 15,568,715.65**

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

Exhibit A -	Authority, Purpose and Scope of Work	3
Exhibit B -	Budget Detail and Payment Provisions	3
Exhibit C -	Terms and Conditions	9
Exhibit D -	Special Terms and Conditions	1

TOTAL NUMBER OF PAGES ATTACHED:**16**

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

CONTRACTOR

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

County of Orange

BY (Authorized Signature)



DATE SIGNED (Do not type)

1/7/19

PRINTED NAME AND TITLE OF PERSON SIGNING

Dylan Wright, Director, OCCH

ADDRESS

333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706**STATE OF CALIFORNIA**

AGENCY NAME

BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

ADDRESS

915 Capitol Mall, Suite 350-A, Sacramento, CA 95814**California Department of General
Services Use Only**☐ Exempt per:

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Atta**Exhibit B**

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BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY

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ADDRESS

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DATE SIGNED (Do not type)

1/7/19

PRINTED NAME AND TITLE OF PERSON SIGNING

Dylan Wright, Director, OCCR

ADDRESS


333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

STATE OF CALIFORNIA

AGENCY NAME

BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING

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Business, Consumer Services and Housing Agency**

ADDRESS

915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Atta**Exhibit B**

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Business, Consumer Services and Housing Agency**

ADDRESS

915 Capitol Mall, Suite 350-A, Sacramento, CA 95814**California Department of General
Services Use Only**☐ Exempt per:

**Standard Agreement
EXHIBIT A**

AUTHORITY, PURPOSE AND SCOPE OF WORK

Homeless Emergency Aid Program (HEAP)

1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:

**Standard Agreement
EXHIBIT A**

- A. Services,
- B. Rental Assistance or Subsidies,
- C. Capital Improvements,
- D. Homeless Youth Set-Aside,
- E. Administrative Costs, and
- F. Other

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HEAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this Agreement shall be mailed by first class mail to the Agency Contract Coordinator at the following address:

Business, Consumer Services and Housing Agency
Attn: Homeless Emergency Aid Program Grant Manager
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814

6. Contractor's Contract Coordinator

The Contractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Contractor's Contract Coordinator at the following address:

Contractor's Authorized Representative Name:	Natalie Wieckert, Staff Specialist
Address:	333 West Santa Ana Blvd (3 rd flr) Santa Ana, CA 92706
Phone:	(714) 834-3754
Email:	Natalie.Wieckert2@ocgov.com

**Standard Agreement
EXHIBIT A**

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (See Health and Safety Code Section 50215).

8. Special Conditions

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

**Standard Agreement
 EXHIBIT B**

BUDGET DETAIL AND PAYMENT PROVISIONS

Homeless Emergency Aid Program (HEAP)

1. Budget Detail

The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 4, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:

City of Placentia	\$5,650,000.00
City of Buena Park	\$3,912,300.00
City of Laguna Beach	\$ 544,000.00

B. Services:

County of Orange	\$3,733,699.00
------------------	----------------

C. Rental Assistance or Subsidies:

County of Orange	\$ 441,519.00
------------------	---------------

D. Homeless Youth Set-Aside:

County of Orange	\$ 778,435.78
------------------	---------------

E. Administrative Costs:

County of Orange	\$ 508,761.87
------------------	---------------

F. Other:

	\$ 0.00
--	---------

Total HEAP Award Amount:

County of Orange	\$15,568,715.65
------------------	-----------------

2. General Conditions Prior to Disbursement

General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

- A. Request for Funds Form (RFF),
- B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and

County of Orange
18-HEAP-00026
Page 2 of 3

Standard Agreement EXHIBIT B

- C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

- A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
- B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
- C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
- D. One hundred percent of HEAP funds shall be expended by June 30, 2021.
- E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

5. Budget Changes

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in

County of Orange
18-HEAP-00026
Page 3 of 3

Standard Agreement EXHIBIT B

writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.
- C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.

**Standard Agreement
EXHIBIT C**

TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work and Completion Dates

- A. This 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 HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by Agency and the Contractor, or prior to Contractor's receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.
- B. Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 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 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 HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- C. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

- A. Agency may terminate this 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 this 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. This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other

**Standard Agreement
EXHIBIT C**

laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

3. Transfers

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

4. Contractor's Application for Funds

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this 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 this 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 this Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. Reporting/Audits

- A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.
- B. The annual report shall contain a detailed report containing the following:
 1. Amounts awarded to subrecipients with activity(ies) identified.
 2. Contract expenditures.
 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.

**Standard Agreement
 EXHIBIT C**

4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

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

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

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. HEAP 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

**Standard Agreement
EXHIBIT C**

audit finding report.

6. 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, HEAP program guidance document published on the website, and this Agreement.
- B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this 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.

7. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 1. Contractor's failure to comply with the terms or conditions of this Agreement.
 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:
 1. Bar the Contractor from applying for future HEAP funds;
 2. Revoke any other existing HEAP award(s) to the Contractor;
 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 4. Require repayment of HEAP funds disbursed and expended under this Agreement;
 5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;

**Standard Agreement
EXHIBIT C**

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 HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.
8. All remedies available to Agency are cumulative and not exclusive.
9. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

8. Waivers

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

9. Nondiscrimination

During the performance of this 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 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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

**Standard Agreement
EXHIBIT C**

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.

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;

**Standard Agreement
EXHIBIT C**

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 this 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.

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:

- 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.

13. Special Conditions – Contractors/Subcontractor

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP 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.

**Standard Agreement
EXHIBIT C**

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 this Agreement in each subcontract.

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 HEAP 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 this 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.

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 this 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 this Agreement.
- C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

16. Litigation

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

**Standard Agreement
EXHIBIT C**

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

**Standard Agreement
Exhibit D**

SPECIAL TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.
2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor's HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.
4. Pursuant to the information provided in the Contractor's application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

City of Anaheim	City of Buena Park	County of Orange	City of Tustin
City of Laguna Beach	City of Placentia	City of Santa Ana	

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

City of Aliso Viejo	City of Garden Grove	City of Laguna Woods	City of San Clemente
City of Brea	City of Huntington Beach	City of Lake Forest	City of San Juan Capistrano
City of Costa Mesa	City of Irvine	City of Los Alamitos	City of Seal Beach
City of Cypress	City of La Habra	City of Mission Viejo	City of Stanton
City of Dana Point	City of La Palma	City of Newport Beach	City of Villa Park
City of Fountain Valley	City of Laguna Hills	City of Orange	City of Rancho Santa Margarita
City of Fullerton	City of Laguna Niguel	City of Westminster	City of Yorba Linda

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9/18)
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815



HOMELESS EMERGENCY AID PROGRAM REQUEST FOR FUNDS FORM

Contract Number **18-HEAP-00026**

Invoice Number **18-HEAP-00026**

Grantee Name: County of Orange

Address: 333 West Santa Ana Blvd Fir. 3

City: Santa Ana

State & Zip: CA 92706

Expiration Date: **10/31/2021**

Contact Person: Natalie Wieckert

Contact Person Title: Staff Specialist

E-mail: natalie.wieckert2@ocgov.com

Phone No.: (714) 834-3754

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

BUDGET BREAKDOWN

Proposed Activities	Approved Budget	REQUEST Draw Amount
Services	\$3,733,699.00	\$3,733,699.00
Rental Assistance or Subsidies	\$441,519.00	\$441,519.00
Capital Improvements	\$10,106,300.00	\$10,106,300.00
Homeless Youth Set-Aside	\$778,435.78	\$778,435.78
Administrative Costs	\$508,761.87	\$508,761.87
Other: _____	\$0.00	\$0.00
Other: _____	\$0.00	\$0.00
TOTAL:	\$15,568,715.65	\$15,568,715.65

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Dylan Wright

Name of Authorized Person

1/8/19

Date:

[Signature]

Signature of Authorized Person

1/8/19

Date:

BCSH USE ONLY

Grant Management Representative Signature

Date:

State of California
 Financial Information System for California (FI\$Cal)
GOVERNMENT AGENCY TAXPAYER ID FORM
 2000 Evergreen Street, Suite 215
 Sacramento, CA 95815
 www.fiscal.ca.gov
 1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	<div>COUNTY OF ORANGE</div>		
Remit-To Address (Street or PO Box)	<div>PO BOX 567</div>		
City	<div>SANTA ANA</div>	State	<div>CA</div>
		Zip Code+4	<div>92702</div>
Government Type:	<input type="checkbox"/> City <input type="checkbox"/> Special District <input type="checkbox"/> Other (Specify) <div></div>	<input checked="" type="checkbox"/> County <input type="checkbox"/> Federal	Federal Employer Identification Number (FEIN) <div>956000928</div>

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	<div>OC Community Resources</div>	Complete Address	<div>1300 South Grand Ave. Building B Santa Ana, CA 92705-4407</div>
Dept/Division/Unit Name	<div>OC Community Resources</div>	Complete Address	<div>1770 N Broadway Santa Ana, CA 92706-2606</div>
Dept/Division/Unit Name	<div></div>	Complete Address	<div></div>
Dept/Division/Unit Name	<div></div>	Complete Address	<div></div>

Contact Person	<div>Chris Nelson</div>	Title	<div>Admin Manager I</div>
Phone number	<div>714-834-2479</div>	E-mail address	<div>Chris.Nelson@ac.ocgov.com</div>
Signature	<div></div>		Date
			<div>11/21/2019</div>



January 29, 2019

Susan Price
Director of Care Coordination, County of Orange
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
Santa Ana, CA 92701

RE: Contract #18-HEAP-00026: Standard Agreement Amendment-Exhibit E

Dear Ms. Price:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council received a request from the City of Buena Park for an exemption from the no-reimbursement provisions of the Santa Ana, Anaheim/Orange County Continuum of Care (CoC) HEAP contract. Based on a review of documentation provided by the County of Orange and the City of Buena Park, BCSH is granting this request and authorizing a one-time exemption for the City of Buena Park for their acquisition of property that will be used as a regional shelter.

Please review the enclosed STD 213 Standard Agreement Amendment and Standard Agreement Exhibit E. The person(s) authorized in the Authorized Signatory Form must provide an original signature, printed name, title and date on the lower left-hand section entitled "Contractor" on each of the two copies of the STD 213, and provide an original initial in the space provided on Exhibit E. The amended contract is not effective until it is signed by the Grantee's designated official and BCSH.

Please contact Lahela Mattox, our Local Government Liaison, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexis Podesta".

Alexis Podesta, Secretary

Business, Consumer Services and Housing Agency
Council Chair

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

Atta**Exhibit B**☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages



AGREEMENT NUMBER 18-HEAP-00026	AMENDMENT NUMBER 1
REGISTRATION NUMBER CA-602	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Business, Consumer Services and Housing Agency
CONTRACTOR'S NAME
County of Orange
- The term of this Agreement is Upon BCSH Approval through 10/31/2021
- The maximum amount of this Agreement after this amendment is: \$15,568,715.65
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit E – Amended Terms

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Orange</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <u>333 West Santa Ana Blvd Fl. 3</u> <u>Santa Ana, CA 92706</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Alexis Podesta, Secretary</u> <u>Business, Consumer Services and Housing Agency</u>		
ADDRESS <u>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</u>		

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 8/03)

Atta**Exhibit B**☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
18-HEAP-00026	1
REGISTRATION NUMBER	
CA-602	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Business, Consumer Services and Housing Agency
CONTRACTOR'S NAME
County of Orange
2. The term of this Agreement is Upon BCSH Approval through 10/31/2021
3. The maximum amount of this Agreement after this amendment is: \$15,568,715.65
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

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All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Orange</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <u>333 West Santa Ana Blvd Fl. 3</u> <u>Santa Ana, CA 92706</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY</u>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Alexis Podesta, Secretary</u> <u>Business, Consumer Services and Housing Agency</u>		
ADDRESS <u>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</u>		

**Standard Agreement
 EXHIBIT E**

Amended Terms

Homeless Emergency Aid Program (HEAP)

1. BCSH is authorizing a one-time exemption from the no-reimbursement provisions of the HEAP contract with the County of Orange CoC to allow the City of Buena Park to be reimbursed in the amount of \$3,602,770.00 for their acquisition of property that will be used as a regional shelter. In no way does this amendment relieve the Contractor of its requirements under the remainder of the agreement, which include complying with the no-reimbursement provisions of the HEAP contract for all remaining HEAP funds, using a minimum of five percent of HEAP funds for the purposes of addressing youth homelessness, and using a maximum of five percent of HEAP funds for the administration of this grant.
2. Notwithstanding Exhibit B of this agreement, and based on the revisions requested by the Contractor and authorized in Section 1 of this Exhibit, the following figures represent the new allocation of HEAP resources approved under the current HEAP agreement. The Contractor agrees to expend funds consistent with the allocation provided below:

A. Capital Improvements: City of Placentia	\$ 5,650,000.00
Capital Improvements: City of Buena Park	\$ 6,412,300.00
Capital Improvements: City of Laguna Beach	\$ 544,000.00
B. Services: County of Orange	\$ 1,005,127.00
Services: City of Laguna Beach	\$ 347,619.00
C. Rental Assistance or Subsidies: County of Orange	\$ 441,519.00
D. Homeless Youth Set-Aside: County of Orange	\$ 778,435.78
E. Administrative Costs: County of Orange	\$ 389,714.87
F. Other:	\$ 00.00
Total HEAP Award Amount:	\$15,568,715.65

Exhibit 2
Declaration of Restrictive Covenant

RECORDED AT REQUEST OF,
AND RETURN TO:

County of Orange/OC Community Resources
OC Housing and Homeless Services
1501 E. Saint Andrew Place, 1st Floor
Santa Ana, CA 92705
Attention: Program Manager

EXEMPT RECORDING REQUEST
PER GOVT CODE 27383

(Space above this line for Recorder's use only.)

DECLARATION OF
RESTRICTIVE COVENANT

(Homeless Shelter)
(Covenant House California)

This Declaration of Restrictive Covenant ("Covenant") is made as of this _____ day of _____, 2019, by Covenant House California, a private non-profit corporation in the state of California ("Owner") and the County of Orange, a political subdivision of the state of California, ("County"), with reference to the following facts:

RECITALS

A. On or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026, as amended, ("State Agreement") accepting the award of HEAP funds provided under the HEAP program.

B. On or about March 19, 2019, Owner responded to a solicitation from the County and submitted an application to receive an award of funds from the California State Homeless Emergency Aid Program ("HEAP").

C. Owner is the owner of, or is in the process of purchasing, the certain real property located at _____ in the City of _____ ("Property"), within the geographic area of the Orange County, California. The legal description of the Property is attached hereto as Exhibit A and is incorporated by reference herein.

D. Total amount of funds apportioned and approved by the County to be used by the Owner for HEAP eligible activities is Seven Hundred Seventy-Eight Thousand and Four Hundred Thirty-Five dollars (\$778,435) ("Funds").

E. The Owner is permitted to use the Funds to acquire the Property as part of its expenditure of eligible capital costs under HEAP.

F. Owner and County subsequently entered into the Agreement Between Covenant House California And The County Of Orange For A Homeless Shelter Capital Project dated_____, 2019, (“Agreement”) that established terms and conditions of the Owner’s receipt of the Funds and sets forth the Owner’s obligations and responsibilities in return for receipt of the Funds, which is incorporated herein by reference.

G. The Owner has agreed that in return for the receipt of the Funds: it will perform the HEAP eligible capital project, and; it will maintain and operate the Property for 10 years as an emergency homeless shelter with a minimum of 25 beds to serve the youth homeless population in Orange County.

H. As part of the approval for the Owner to receive Funds to perform the HEAP eligible capital project on the Property, the Owner agrees among other things to the following: the Owner agrees to maintain and operate the Property as a regional year-round emergency homeless shelter for the period of ten (10) years from the execution of the Agreement and operate the Property as an emergency homeless shelter 24/7 during this period; while operating the Property as an emergency homeless shelter, Owner agrees to provide the eligible participants with basic needs, appropriate referrals to establish housing stability and viable living environment as required under the HEAP program; to provide referrals and connections to mental health needs and medical needs; to provide connection to appropriate County resources and department agencies; to provide County monthly updates regarding the status of HEAP eligible capital improvements, and; to collaborate with County CoC and County CoC Coordinated or Centralized Assessment System.

I. Owner now desires to record this Covenant over the Property, which will subject the Property to certain restrictions on use consistent with the Agreement, and as more particularly set forth below.

NOW, THEREFORE, the County and Owner hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Owner and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of this Covenant and shall continue for ten (10) years from the execution of the Agreement. Each and every contract, deed, lease or other instrument covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to covenants and restrictions regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instruments.

1. Purpose and Effect of Covenant.

(a) The purpose of this Covenant is to restrict the use of the Property as set forth in Paragraph 2 below.

(b) Upon recordation of this Covenant, use of the Property shall be restricted as set forth in Paragraph 2 below.

2. Restrictions Affecting the Property.

The Owner hereby agrees to the below restrictions for ten (10) years from the execution of the Agreement:

(a) The Property shall be used solely and exclusively as an emergency homeless shelter; and

(b) The Property shall operate as an emergency homeless shelter year-round to serve Orange County and operate 24/7 to serve eligible participants (eligible participants as defined in the Agreement).

3. Restrictions Run with the Property. Owner intends that the provisions set forth in Paragraph 2 above are covenants which shall run with the land and be binding upon Owner, its heirs, successors and assigns, including lessees or other users of the Property (collectively, "Users"). Should it be determined that the restrictions contained in Paragraph 2 are not covenants which run with the land, Owner intends that these provisions are equitable servitudes which run with the land and are binding upon all Users. Owner also intends that the provisions set forth in Paragraph 2 may be enforced by Owner against Users even if Owner does not own property which is benefited by these provisions. Should any portion of Paragraph 2 be held to be unenforceable, all of the other portions shall remain binding and enforceable. Should any portion of Paragraph 2 be held to not run with the land, all of the other portions shall continue to run with the land.

4. Irrevocability of Covenant. This Covenant may not be revoked, or materially modified or amended, by Owner during the term hereof without the prior written consent of County.

5. Maintenance; Compliance with Law. Owner agrees to maintain all interior and exterior improvements, including landscaping, of the Property in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any management and operations plan in full compliance with the HEAP program and requirements (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner acknowledges the great emphasis the County places on quality and to provide quality services to eligible participants to ensure compliance with the HEAP program and requirements. In addition, Owner shall keep the Property free from all graffiti and any accumulation of debris or waste material. Owner shall promptly make all repairs and replacements necessary to keep the Property in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials.

6. Owner's Rights. Except for the express restrictions on use of the Property as set forth herein, Owner shall have all other rights of ownership appurtenant to the Property and the right to exercise same.

7. Term of the Covenant. This Covenant shall automatically terminate on the date which is Ten (10) years from the date of the execution of the Agreement, if not earlier terminated by mutual consent of Owner and County ("Term of the Covenant").

8. Defaults: among others, each of the following shall constitute an "Event of Default" by Owner under this Covenant:

(a) Failure to operate and maintain the Property as a year-round emergency homeless shelter pursuant to requirements of the Covenant, Agreement, HEAP program and other applicable state and federal laws and regulations;

(b) Owner's unauthorized sale or transfer of the Property in violation of this Covenant, or Agreement;

(c) Failure to operate and maintain the Property as a year-round emergency homeless shelter for the Term of the Covenant; or

(d) Any fraudulent act or omission by the Owner pertaining to or made in connection with the use of the Funds, Agreement or operation and maintenance of the Property as a year-round emergency homeless shelter.

9. Remedies: The occurrence of any Event of Default, or any other violation of Owner under this Covenant or the Agreement shall give the County the right to proceed with any and all remedies available to the County including but not limited to those set forth in the Agreement. No right, power, or remedy given to the County by the terms of this Covenant or Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

10. Notice: Notices or other communications which may be required or provided under the terms of this Covenant shall be given as follows:

County
 OC Community Resources
 OC Housing and Homeless Services
 1501 E. Saint Andrew Place, 1st Floor
 Santa Ana, CA 92705
 Attention: Program Manager

Owner
 Covenant House California
 1325 N. Western Ave.
 Los Angeles, CA 90027
 Attention: Program Manager

IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

“Owner”

Covenant House California

a private non-profit California Corporation

By:

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:_____

Deputy

Dated:_____

COUNTY OF ORANGE

A political subdivision of the State of California

By_____

Dylan Wright, Director,

OC Community Resources

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A
Legal Description of the Property