

COUNTY EXECUTIVE OFFICE

**Tony Rouhotas, Jr.**  
County Executive Officer  
[tonyrouhotas@co.imperial.ca.us](mailto:tonyrouhotas@co.imperial.ca.us)  
[www.co.imperial.ca.us](http://www.co.imperial.ca.us)



County Administration Center  
940 Main Street, Suite 208  
El Centro, CA 92243  
Tel: 442-265-1001  
Fax: 442-265-101

February 11, 2019

Lahela Mattox  
Local Government Liaison, Homeless Emergency Aid Program (HEAP)  
Homeless Coordinating and Financing Council  
Business, Consumer Services, and Housing Agency  
915 Capitol Mall, Suite 350A  
Sacramento, CA 95814


RE: Imperial County HEAP Contracts

Dear Ms. Mattox,

The County of Imperial is pleased to submit four signed copies of HEAP Contract Number 18-HEAP-00020: CA-613 COC-CA613-1JW0F2PMDV. We are also submitting a Board of Supervisors Resolution with the acceptance of the grant and the executed Authorized Signatories Form

If you have any questions regarding this matter, please feel free to contact Paula Llanas, Department of Social Services Assistant Director, at (760) 337-3085, or by email at [paulallanas@co.imperial.ca.us](mailto:paulallanas@co.imperial.ca.us). You may also contact Rosyo Ramirez, Department of Social Services Program Manager, at (760) 482-2968, or by email at [rosyoramirez@co.imperial.ca.us](mailto:rosyoramirez@co.imperial.ca.us).

Sincerely,

  
Esperanza Colio-Warren  
Deputy County Executive Officer

CC: Paula Llanas, DSS Assistant Director  
Rosyo Ramirez, DSS Program Manager

*"Establishing Direction. Creating Opportunity"*

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



Application Number:

18-HEAP-00020: CA-613 COC-CA-613-1JW0F2PMDV

*Application number will be sent as part of the confirmation email after submitting the electronic HEAP application.*

**HOMELESS EMERGENCY AID PROGRAM  
Authorized Signatories Form**

Date:

02-06-19

**GRANTEE INFORMATION**

Entity Name:

Imperial County

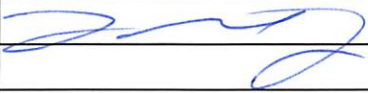
Authorized Representative:

Ryan E. Kelley, Chairman of the Board of Supervisors

**Form Instructions:** Eligible applicants for HEAP funds are the Administrative Entities (Continuums of Care and large cities) as defined in Health and Safety Code Section Code 50210. By signing and submitting this document, the authorized representative is certifying that the approved signatory(ies) below are authorized to sign the standard agreement and related documents on behalf of the specified Administrative Entity. You will receive an application number after submitting your electronic application. Please attach this completed form with the rest of the required supplemental documents as a reply to your confirmation email. **These supplemental documents are required in order for the application to be deemed complete.**

In the space provided below, fill in the name, position/title and signature of all of the individuals who are authorized to sign all applicable HEAP documents in lieu of the authorized representative, including (but not limited to):

- 1) HEAP Standard Agreement
- 2) STD 204 form (for nongovernmental entities)
- 3) GovtTIN form (for governmental entities)
- 4) Shelter crisis declaration waiver (if applicable)

Number	Name of Approved Signatory	Position / Title	Signature
1	Tony Rouhotas	County Executive Officer	
2			
3			

**Note:** This form must be updated by the Administrative Entity whenever the authorized representative or approved signatory changes. The updated information must include the name, position/title and signature of the newly approved signatory. Please forward supporting documentation noticing any official changes to the list of approved signatories to [HCFC@BCSH.ca.gov](mailto:HCFC@BCSH.ca.gov). Supporting documentation must include the name and position/title of the individual authorized to legally bind the governing body to HEAP-related contracts and commitments. The supporting document does not need to be HEAP specific.

**CERTIFICATION**

I certify that the signature(s) above are of the individuals authorized to sign for all applicable documents for the HEAP grant cited above.

*NOTE: Authorized Representative cannot be a person named as an approved signatory above.*

Ryan E. Kelley

Name of Authorized Representative



Signature of Authorized Representative

Chairman

Title

2/6/19

Date

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF IMPERIAL DELEGATING AUTHORITY TO  
THE COUNTY EXECUTIVE OFFICER TO EXECUTE DOCUMENTS RELATED TO  
CALIFORNIA'S BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
HOMELESS EMERGENCY AID PROGRAM**

**RESOLUTION NO. 2019-30**

**WHEREAS**, on October 2, 2018, the Board of Supervisors of the County of Imperial ("Board") declared the existence of a shelter crisis in Imperial County pursuant to Senate Bill 850 and Government Code § 8698.2, and authorized the County's participation in the California Homeless Emergency Aid Program (HEAP) administered by California's Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council ("Department"); and

**WHEREAS**, on January 3, 2019, the Department issued a notice of the award of HEAP funds in the total amount of \$4,859,411.07 for use in the Imperial County Continuum of Care region; and

**WHEREAS**, the County of Imperial is an Administrative Entity designated by the Imperial Valley Continuum of Care Council to administer Homeless Emergency Aid Program funds; and

**WHEREAS**, the Board has reviewed and hereby approves the execution of California Standard Agreement (No. 18-HEAP-00020: CA-613) ("Agreement"), and all program-related documents, to receive HEAP grant funds awarded in the amount of \$4,859,411.07 for the following activities to help combat homelessness:

1. Homeless Services,
2. Rental Assistance or Subsidies,
3. Capital Improvements,
4. Homeless Youth Services,
5. Administrative costs, and
6. Other solutions to address homelessness; and

**WHEREAS**, the County of Imperial has determined that the state and federal citizen participation requirements were met during the development of this application and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the HEAP Program, as well as any and all contracts the County may have with Department.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Imperial does hereby:

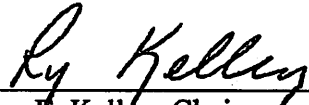
1. Find that the foregoing recitals are true, correct, and adopted.
2. Delegate authority to the County Executive Officer (CEO), or his designee, to execute California Standard Agreement (No. 18-HEAP-00020: CA-613), any subsequent amendments or modifications to the Agreement, and any program-related documents, including Funds Requests and other required reporting forms, for the purpose of receiving HEAP funds allocated for the Imperial Valley Continuum of Care Council.

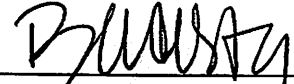
3. If such delegated authority is exercised as to the Agreement, and any subsequent amendments or modifications, the CEO, or his designee, shall:
  - a. Obtain approval by County Counsel as to form; and
  - b. Submit an executed copy of all paperwork to the Clerk of the Board.

**PASSED AND ADOPTED** by the Board of Supervisors, County of Imperial, State of California, on this 5<sup>th</sup> day of February, 2019, by the following vote:

Escobar, Plancarte, M. Kelley, R. Kelley, Castillo

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\_\_\_\_\_  
Ryan E. Kelley, Chairman  
Imperial County Board of Supervisors

  
\_\_\_\_\_  
Blanca Acosta, Clerk of the County of Imperial,  
State of California





# CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency  
Edmund G. Brown Jr., Governor | Alexis Podesta, Chair

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January 3, 2019

Peggy Price  
Director  
Imperial County Continuum of Care  
2995 S. 4<sup>th</sup> St.  
El Centro, CA 92243

**RE: Award Announcement – Imperial County Continuum of Care Agreement #18-  
HEAP-00020: CA-613 COC-CA-613-1JW0F2PMDV**

Dear Ms. Price:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council is pleased to announce that the Imperial County Continuum of Care (CoC) has been awarded a Homeless Emergency Aid Program (HEAP) grant in the amount of \$4,859,411.07. This letter constitutes notice of the award of HEAP funds for use in the Imperial CoC region.

The Imperial County CoC 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 Imperial County Department of Social Services 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 Imperial County Department of Social Services.

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 Imperial County Department of Social Services 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](mailto:daniel.castillo@bcsh.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Alexis Podesta".

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



Business, Consumer Services and Housing Agency  
Edmund G. Brown Jr., Governor | Alexis Podesta, Chair

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January 3, 2019

Peggy Price  
Director  
Imperial County Continuum of Care  
2995 S. 4<sup>th</sup> St.  
El Centro, CA 92243

**RE: Imperial County Continuum of Care Agreement #18-HEAP-00020: CA-613 COC-CA-613-1JW0F2PMDV**

Dear Ms. Price:

Congratulations on the Imperial 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 copies of the first page of the Standard Agreement, STD 213, and initial the first page of Exhibits A through D.



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** using 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](mailto:Daniel.Castillo@bcsh.ca.gov) or our Local Government Liaison, Lahela Mattox, at (916) 651-2770 or [Lahela.Mattox@bcsh.ca.gov](mailto:Lahela.Mattox@bcsh.ca.gov) if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Daniel Castillo  
Grant Manager

**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:	Peggy Price, Director
Address:	2995 S. 4th St El Centro, CA 92243
Phone:	(760) 337-6884
Email:	peggyprice@co.imperial.ca.us

**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 fifty 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 November 27, 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:	\$3,000,000.00
B. Services:	\$ 600,000.00
C. Rental Assistance or Subsidies:	\$ 350,000.00
D. Homeless Youth Set-Aside:	\$ 242,971.00
E. Administrative Costs:	\$ 242,970.55
F. Other:	\$ 423,469.52
Total HEAP Award Amount:	\$4,859,411.07

**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
- 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.

**Standard Agreement  
EXHIBIT B**

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 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.



**Standard Agreement  
EXHIBIT B**

- 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.
- C. All remedies available to Agency are cumulative and not exclusive.
- D. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

**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

**Standard Agreement  
EXHIBIT C**

void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Contractor:** Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

**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:

**Standard Agreement  
EXHIBIT C**

1. The dangers of drug abuse in the workplace;
  2. Contractor's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under 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



**Standard Agreement  
EXHIBIT C**

- employees who will perform the work or any part of it.
- 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
- 4. Agree to include all the terms of 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 Brawley	City of El Centro	Imperial County
City of Calexico		

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:

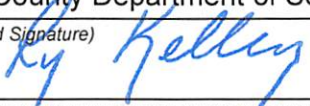
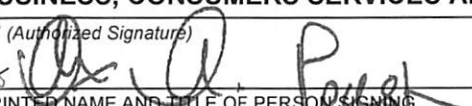
City of Imperial	City of Holtville	City of Westmorland
City of Calipatria		

AGREEMENT NUMBER <b>18-HEAP-00020</b>
REGISTRATION NUMBER <b>CA-613</b>

- 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  
**Imperial County Department of Social Services**
- The term of this Agreement is: **Upon BCSH Approval** through **10/31/2021**
- The maximum amount of this Agreement is: **\$ 4,859,411.07**
- 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
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>16</b>

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.) <b>Imperial County Department of Social Services</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>02-08-19</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Ryan E. Kelley, Chairman, Board of Supervisors</b>		
ADDRESS <b>2995 S. 4<sup>th</sup> St., El Centro, CA 92243</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>1/3/19</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Alexis Podesta, Secretary            Business, Consumer Services and Housing Agency</b>		
ADDRESS <b>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</b>		

Exempt per:

AGREEMENT NUMBER

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BY (Authorized Signature)

DATE SIGNED (Do not type)

*Ryan E. Kelley*

*02-08-19*

PRINTED NAME AND TITLE OF PERSON SIGNING

*Ryan E. Kelley, Chairman, Board of Supervisors*

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