

GRANT AGREEMENT BETWEEN
HOMELESS RESOURCE COUNCIL OF THE SIERRAS
AND
COUNTY OF NEVADA
FOR
FLEXIBLE HOUSING FUNDS
THROUGH THE
HOMELESS EMERGENCY ASSISTANCE PROGRAM

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**GRANT AGREEMENT BETWEEN
HOMELESS RESOURCE COUNCIL OF THE SIERRAS
AND
COUNTY OF NEVADA
FOR
HOMELESS EMERGENCY AID PROGRAM, FLEXIBLE HOUSING FUNDS**

THIS AGREEMENT is entered this 29th day of March, 2019, by and between the Homeless Resource Council of the Sierras ("HRCS") and the County of Nevada (herein called the "Grantee").

WHEREAS, the HRCS has applied for and received funds from the State of California (State), through the Business, Consumer Services and Housing Agency's Homeless Emergency Aid Program (HEAP); and

WHEREAS, HRCS wishes to engage the Grantee to assist HRCS in utilizing such funds to assist people experiencing homelessness in Placer and Nevada Counties;

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE 1—PROJECT

SECTION 1: SCOPE OF SERVICES

A. Activities

1. General Statement:

Grantee will utilize HEAP funds for flexible housing assistance as part of a coordinated effort to house the most vulnerable on the HMIS By-Name List in Nevada County.

2. Program Delivery:

Activity #1 Utilizing the Coordinated Entry System, provide flexible housing assistance to the most vulnerable individuals experiencing homelessness. This includes first and last month's rent, deposit, landlord mitigation (i.e. double deposit, fix damages to the units, offset eviction costs, etc.), master leasing incentives, and other "whatever it takes" activities deemed appropriate by case management staff to help clients acquire and retain housing.

Activity #2 Coordinate support services with partner agencies, as appropriate.

B. Payment for Services

It is mutually agreed that HRCS shall pay Grantee no more than a total of fifty thousand dollars (\$50,000) for all services rendered under this Agreement. See attached Exhibit A for project budget and eligible expenses. Any amendment to the project budget must be approved by the

HRCS Board. Grantee is contractually obligated to expend one hundred percent (100%) of HEAP funds by June 30, 2021

C. Performance Monitoring

HRCS will monitor the performance of the Grantee regarding goals and performance standards as stated above. Substandard performance as determined by HRCS will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by HRCS, suspension or termination procedures will be initiated.

SECTION 2: TERM OF AGREEMENT

The term of this Agreement is March 29, 2019 through June 30, 2021.

SECTION 3: PROGRAM REPORTING

The Grantee shall comply with all reporting requirements set forth by the State. Requirements are subject to change. The reporting form will be provided by HRCS.

SECTION 4: CONTINUUM OF CARE REQUIREMENTS

The Grantee is required to actively participate in the following:

- Continuum of Care meetings
- Homeless Management Information System
- Coordinated Entry System

SECTION 5: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, fax or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

HRCS
Homeless Resource Council of the Sierras
PO Box 130
Auburn, CA 95604
(916) 416-0901
scott@hrcscoc.org

Grantee
County of Nevada
950 Maidu Avenue, Suite 120
Nevada City, CA 95959
(530) 265-1627
mdent@co.nevada.ca.us

ARTICLE 2—FINANCIAL MANAGEMENT AND GENERAL REQUIREMENTS

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

HRCS shall provide funding to the Grantee its allowable costs for the services identified in this Agreement not to exceed the amounts delineated in the budget located in Exhibit A.

Allowable costs shall mean those necessary and proper costs identified in the Grantee's application and budget and approved by HRCS. Such disbursement shall constitute full and complete payment by the HRCS under this Agreement.

B. Budget & Disbursement

Any amendments to the budget must be approved in writing by both HRCS and the Grantee. HRCS may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by HRCS.

HRCS shall disburse funds based on the submitted disbursement schedule request form. Any changes to the form must be approved in writing by both HRCS and the Grantee. HEAP funding may only be expended on allowable costs set in this Agreement. In the event that HRCS determines that any funds were expended by the Grantee for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, HRCS may order repayment of the same. The Grantee shall remit the disallowed amount to HRCS within thirty (30) days of written notice of the disallowance.

Grantee is contractually obligated to expend one hundred percent (100%) of HEAP funds by June 30, 2021. The Grantee agrees that upon expiration of this Agreement, the Grantee shall transfer to HRCS any HEAP funds on hand at the time of the expiration and any accounts receivable attributable to the use of HEAP funds.

C. Termination

This Agreement may be terminated by HRCS immediately and without notice for cause or by HRCS without cause upon **thirty (30) days'** written notice of termination to Grantee. Upon termination, Grantee shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, HRCS may withhold compensation due Grantee in order to reimburse HRCS for any losses, damages or expenses caused by Grantee's default under this Agreement.

SECTION 2: DOCUMENTATION OF COSTS, FINANCIAL REPORTING, AND GENERAL CONDITIONS

The Grantee will be required to maintain books, records, documents, and other evidence directly related to performance of the work for a minimum of five (5) years in accordance with Generally Acceptable Accounting Principles. Costs shall be supported by properly executed payrolls, time

records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, HRCS shall have the right to audit the records of the Grantee as they relate to the Agreement and the activities and services described herein.

The Grantee shall also:

- Comply with all applicable State and Federal laws, regulations, and requirement and all provisions of this Agreement.
- Comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- Comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- Comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The nondiscrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.
- Maintain an effective system of internal fiscal control and accountability for all HEAP funds and property acquired or improved with HEAP funds, and ensure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Grantee's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of HRCS at any time during normal business hours and as often as necessary.
- Inform HRCS concerning any funds allocated to the Grantee, that the Grantee anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by HRCS to other Grantees.
- Provide budget and disbursement amendments as outlined in Article 2, Section 1B above.
- Repay HRCS any funds in its possession at the time of the termination of this Agreement that may be due to HRCS.
- Have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

SECTION 3: PROGRAM INCOME

If applicable, the Grantee shall report monthly on all program income generated by activities carried out with HEAP funds made available under this Agreement. The Grantee may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to HRCS at the completion of the Agreement.

SECTION 4: INDIRECT COSTS

Indirect costs are not an allowable expense under this Agreement.

SECTION 5: GRANTEE RESPONSIBILITY

If only partial funding is provided through HEAP, Grantee is responsible for the completion of the Project or full operation of the Program.

SECTION 5: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 6: DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Agreement, Grantee, and its subcontractors, hereby certify, under penalty of perjury under the laws of the 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:

1. 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 f(8355(a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. Subcontractor'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, contractors, and subcontractors for drug abuse violations.
3. Provide, as required by Government Code 8355 (a)(3), that every employee and/or subcontractor who works under this Agreement:
 - a. Will receive a copy of Grantee's drug-free policy statement, and
 - b. Will agree to abide by terms of Grantee's condition of employment or subcontract.

SECTION 7: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between HRCS and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between HRCS and the Grantee with respect to this Agreement.

SECTION 8: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 9: ATTORNEYS FEES

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Tulare, State of California for any proceeding arising hereunder.

SECTION 10: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the Superior Court of Placer County or Nevada County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantor:
Homeless Resource Council of the Sierras

Grantee:

Leslie Brewer, President

Richard Anderson
Chair, Board of Supervisors

Date: _____

Date: _____

EXHIBIT A: PROJECT BUDGET

Revenue

Source	Total	Description
HEAP		
City Funds		
Other State Funds		
Federal Funds		
County Human Services Funds		
Other Local Funds		
Private Trusts and Foundation Funds		
Fundraising Events		
Donations		
Other (<i>specify below</i>)		
Total Revenue		

Expenses

Expense	Total	Description
Salaries, Benefits, and Payroll Taxes		
Client Services and Direct Assistance		
Contract Services (e.g. Security)		
Facility, Utilities, and Maintenance		
Telephone, Fax, and Internet		
Supplies		
Equipment Rental and Maintenance		
User License Fees		
Insurance		
Other (<i>specify below</i>)		
Total Expenses		

EXHIBIT B: PROJECT TIMELINE

Activity	Timeline	Responsible Party

EXHIBIT C: DISBURSEMENT REQUEST FORM

Project Name:

Estimated Disbursement Date	Description of Use of Disbursement Funds	Amount Requested
	GRAND TOTAL	\$