

**2023 EMERGENCY SOLUTIONS GRANT  
AGREEMENT**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of August, 2023, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF MANTECA, Manteca, hereinafter referred to as "CONTRACTOR".

**WITNESSETH**

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

1. CONTRACTOR shall perform those services outlined in the COUNTY'S 2023-24 Consolidated Annual Plan submittal to the United States Department of Housing and Urban Development, and comply with the Grant Agreement, and the terms therein, between the County and HUD for the Emergency Solutions Grants (ESG) Program, and by this referenced incorporated herein.

2. **SCOPE OF SERVICE**

A. **Activities**

The CONTRACTOR will be responsible for administering a 2023 ESG program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the ESG program:

Program Delivery

Activity #1 Funding under this contract will be used to offset non-staff shelter operational costs, including utilities, insurance, maintenance, security, food, equipment, and furnishings.

3. **TIME OF PERFORMANCE**

Services of the CONTRACTOR shall start on the 1st day of July, 2023 and end on the 30th day of June, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the CONTRACTOR remains in control of ESG funds or other assets, including program income.

4. **DUPLICATION OF BENEFITS**

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the COUNTY'S responsibility to ensure that each ESG activity provides assistance only to the

extent that the CONTRACTOR'S project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

### 5. PAYMENT

COUNTY agrees to pay CONTRACTOR the sum of \$8,850 for rendering of the aforesaid services, said sum to be paid as follows: Upon receipt of billing for services rendered as described above. Billings will be submitted for review and subsequent processing to the Neighborhood Preservation Division for payment approval. Payment requests shall include a quantification of CONTRACTOR'S match requirement denoting a minimum 100% match of requested payment.

6. The parties hereto agree that CONTRACTOR (including CONTRACTOR'S agents, servants and employees) is not an agent or employee of the COUNTY, but an independent CONTRACTOR solely responsible for CONTRACTOR'S acts.

### 7. General Compliance

The CONTRACTOR agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the Housing and Urban Development regulations concerning ESG). The CONTRACTOR also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### 8. Performance Monitoring

The COUNTY will monitor the performance of the CONTRACTOR against goals and performance standards required herein. Substandard performance as determined by the COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the CONTRACTOR within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

### 9. TERMINATION

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

### 10. EQUIPMENT

The CONTRACTOR may purchase equipment on behalf of the COUNTY by insuring that title to the equipment is vested with the COUNTY. COUNTY approval in writing must be obtained prior to equipment purchase and the CONTRACTOR must submit an attachment listing all equipment purchased.

11. INDEMNIFICATION / INSURANCE

CONTRACTOR shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the CONTRACTOR'S performance of this agreement. Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the performance of this agreement, a policy or policies of insurance covering all of its operations. The limits of insurance is one million dollars (\$1,000,000) Combined Single Limits per occurrence. These limits include bodily injury, property damage, and general liability coverage which includes contractual liability coverage.

CONTRACTOR'S insurance shall be primary and the COUNTY shall be listed as additional insured. A certificate evidencing the maintenance of such insurance coverage shall be filed with Community Development Department and the certificate shall state that the COUNTY, its officers and agents, are additionally insured and the certificate shall state that the coverage shall not be cancelled or modified without giving the COUNTY thirty (30) days written notice. CONTRACTOR shall maintain Worker's Compensation Insurance.

In addition, if CONTRACTOR'S vehicles are used to transport clients, CONTRACTOR shall maintain comprehensive automobile liability, with the following minimum limits:

bodily injury each person	\$ 200,000
bodily injury each occurrence	\$ 500,000
property damage	\$ 100,000
automobile liability umbrella coverage	\$1,000,000

12. PERFORMANCE REPORTING

The CONTRACTOR shall prepare a performance report, in a form prescribed by the COUNTY, at the end of the contract term reporting the number and type of homeless persons benefiting from ESG funding.

GENERAL PROVISIONS

13. The CONTRACTOR shall participate in the implementation and ongoing maintenance of the Countywide Homeless Management Information System (HMIS). Exhibit A attached.

14. The CONTRACTOR shall not assign this agreement without the COUNTY'S prior written consent.

15. COUNTY CONTRACT COORDINATOR

The COUNTY'S Contract Coordinator for this AGREEMENT is the COUNTY'S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

## ATTACHMENT 2

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	<i>San Joaquin County</i>	City of Manteca
SECTION/UNIT:	<i>Neighborhood Preservation</i>	City Manager's Office
Address:	<i>16988 South Harlan Road Lathrop, CA 95330</i>	1001 W. Center Street, Manteca, CA 95337
CONTRACT COORDINATOR:	<i>Lisette Webb</i>	Vielka Guarascio
PHONE NUMBER:	<i>209-468-3152</i>	(209) 456-8556
EMAIL ADDRESS:	<i>lwebb@sjgov.org</i>	vguarascio@manteca.gov

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at [neighborhood@sjgov.org](mailto:neighborhood@sjgov.org). The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN  
EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE City Manager
PRINTED NAME OF PERSON SIGNING Toni Lundgren - On Behalf of the City of Manteca	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE Deputy Director
PRINTED NAME OF PERSON SIGNING Dawn McLeish	DATE SIGNED