

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Manteca, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$196,951.73 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

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
Exhibit E	Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

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

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE
	Director
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
Chris Woods	

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

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- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

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4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

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**HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work**

- vi. Any new interim sheltering funded by HHAP – 4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.

I. Improvements to existing emergency shelters to lower barriers and increase privacy.

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.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Manteca
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	1001 W. Center Street Manteca, CA. 95337
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Vielka Guarascio
PHONE NUMBER:	209 468-9425	209 456-8556
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	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 fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

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HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

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**HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions**

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work."

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY'S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT's billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

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- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The 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 sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

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EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT 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 the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

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EXHIBIT C
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- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

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requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

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.

Breach and Remedies

C. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. 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 HHAP requirements.

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- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. 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 the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT 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 the COUNTY to enforce these provisions.

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients 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. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

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Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

9. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (l).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.
- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT 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

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- B. The SUBRECIPIENT, 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.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
- i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. 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 SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT 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 HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT 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. SUBRECIPIENT 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. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

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13. Inspections

- A. SUBRECIPIENT 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. The COUNTY 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. SUBRECIPIENT 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 sub-subrecipients until it is corrected.

14. 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 the COUNTY, 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.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, 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 the COUNTY.

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EXHIBIT D
Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), 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 Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

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Manteca Navigation Center			
Operational			
	CITY OF MANTECA	HISWAY	TOTAL COSTS
OPERATIONS COST			
FEEDING EXPENSES	\$ 72,000.00		\$ 72,000.00
MISC SUPPLIES	\$ 26,400.00		\$ 26,400.00
MISC SUPPLIES - FOOD SERVICE	\$ 11,000.00		\$ 11,000.00
LAUNDRY SUPPLIES/WASH	\$ 8,400.00		\$ 8,400.00
JANITORIAL/CLEANING SUPPLIES	\$ 4,800.00		\$ 4,800.00
COLD STORAGE CONTAINER RENTAL	\$ 11,400.00		\$ 11,400.00
CONTAINER RENTAL FOR CLOTHES AND LINENS	\$ 1,380.00		\$ 1,380.00
OFFICE SUPPLIES	\$ 6,000.00		\$ 6,000.00
ACTIVITIES	\$ 6,000.00	\$ -	\$ 6,000.00
PORTABLE BATHROOM RENTAL/SERVICES	\$ 21,600.00	\$ -	\$ 21,600.00
WORKERS COMP INSURANCE		\$ 12,000.00	\$ 12,000.00
EMPLOYWER		\$ 12,000.00	\$ 12,000.00
INSURANCE		\$ 18,000.00	\$ 18,000.00
Operating Subtotal	\$ 168,980.00	\$ 42,000.00	\$ 210,980.00
			\$ -
			\$ -
PERSONNEL			\$ -
DIRECTOR (1 FTE)	\$ 76,390.33		\$ 76,390.33
CO-DIRECTOR (1 FTE)	\$ 58,232.16		\$ 58,232.16
SUPERVISOR (1 FTE)	\$ 54,072.72		\$ 54,072.72
ADMINISTRATOR (1 FTE)	\$ 54,072.72		\$ 54,072.72
ASSISTANT ADMINISTRATOR (1 FTE)	\$ 40,207.92		\$ 40,207.92
FRONT DESK (1 FTE)	\$ 40,207.92		\$ 40,207.92
OPERATIONS - DAY SHIFT (1 FTE)	\$ 37,434.96		\$ 37,434.96
OPERATIONS - DAY SHIFT ASSISTANT (1 FTE)	\$ 34,662.00		\$ 34,662.00
COOK (1 FTE)	\$ 40,207.92		\$ 40,207.92
COOK ASSISTANT (1 FTE)	\$ 34,662.00		\$ 34,662.00
DRIVER (1 FTE)	\$ 34,662.00		\$ 34,662.00
SHOWER OPERATOR (1 FTE)	\$ 37,434.96		\$ 37,434.96
DORM MONITOR - WOMENS (1 FTE)	\$ 37,434.96		\$ 37,434.96
OPERATIONS RELIFT (1 FTE)	\$ 34,662.00		\$ 34,662.00
Personnel Subtotal	\$ 614,344.57		\$ 614,344.57
HHAP 4 - Funding for Operating Subsidies for Interim Housing	(\$196,951.73)		
TOTALS	\$ 586,372.84	\$ 42,000.00	\$ 825,324.57