

File ID: 2025-00572

3/25/2025

Resolution to Rescind City Council Resolution No. 1989-0544 and Supplemental Agreement: North 5th Navigation Center Supplemental Agreement with The Gathering Inn [Published for 10-day Review on 03/14/2025]

File ID: 2025-00572

Location: 700 North 5th Street, District 4

Recommendation: 1) Adopt a **Resolution** rescinding Resolution No. 1989-0544; and 2) Pass a **Motion** authorizing the Interim City Manager or designee to execute Supplemental Agreement No. 1 to City Agreement No. 2024-1367 with The Gathering Inn for an amount not to exceed \$1,897,821 for operation of the North 5th Street Navigation Center, bringing the total not-to-exceed amount to \$3,441,414.

Contact: Brian Pedro, Director, (916) 808-7816, bpedro1@cityofsacramento.org; Rodolfo Davidson, Program Manager, (916) 808-3703, rdavidson@cityofsacramento.org; Department of Community Response

Attachments:

- 1-Description/Analysis
- 2-Resolution Rescinding Resolution No. 1989-0544
- 3-Resolution No. 1989-0544
- 4-The Gathering Inn Supplement Agreement

Description/Analysis

Issue Detail: Homelessness is an issue that impacts communities without regard to geographic or political boundaries and for which there is no single answer or approach. Shelters play a significant role in addressing homelessness and as such it is necessary to create a systemic approach to addressing homelessness, which includes low-to-no barrier crisis shelters. The City of Sacramento recognizes the important role that such shelters play in helping move people out of homelessness and into permanent housing.

The City of Sacramento has made a significant investment of resources to increase the access and availability of shelter beds, services, and permanent housing to those experiencing homelessness.

The positive impact from these investments can be seen from the latest Sacramento Point-In-Time (PIT) count that was released in June 2024. According to the 2024 Sacramento PIT count released by the Sacramento County Continuum of Care (CoC), the County of Sacramento had an estimated homeless population of 6,615, a 28.7% decrease from the 2022 PIT count. Between 2022 and 2024, the number of people experiencing homelessness in shelters increased by 2.2%, from 2,614 to 2,671. In contrast, the number of unsheltered individuals decreased by 40.8%, dropping from 6,664 to 3,944. Despite recent improvement in the number of individuals experiencing homelessness, Sacramento has still seen a 19% increase in homelessness from the 2019 PIT count.

City Council Resolution

On June 27, 1989, the Sacramento City Council adopted Resolution No. 1989-0544, a “Policy on Facilities on the Homeless and Transient Persons in the Richards Boulevard Area.” This Resolution limited the creation of new shelters in the River District, in a geographic region identified as the “Richards Boulevard area.”

On November 8, 2018, the City of Sacramento adopted Resolution No. 2018-0436 declaring a shelter crisis period between December 1, 2018, and March 1, 2019. Since then, the City has declared a shelter crisis six more times. The most recent time, on January 28, 2025, the City Council adopted Resolution No. 2025-0025 declaring a shelter crisis in the City of Sacramento that will remain in effect until it is terminated by City Council. The declaration of a shelter crisis provides the city with statutory immunities related to the provision of emergency housing, provides regulatory flexibility to expedite the construction of shelters, and enables the city to allow persons unable to obtain housing to occupy designated public facilities.

The Shelter Crisis resolution has enabled the City of Sacramento, in partnership with the County and the CoC, to add 1,611 new shelter beds from the 2022 PIT count. However, Sacramento still has 3,944 people experiencing unsheltered homelessness each night.

North 5th Shelter

The North 5th Navigation Center is located within the geographical boundaries of the Richards Boulevard area as defined in Resolution No. 1989-0544.

In October 2019, the City collaborated with the County to release an RFP for the operations of the North 5th Street Navigation Center (Navigation Center). After a review process, Shelter Inc. was selected and operated the Navigation Center from December 2019 - October 2024.

The Navigation Center provides shelter services 24 hours a day, seven days a week for up to 163 adult men and women. The program ensures low barriers for entry and allows for accommodations of participants with pets, partners, and personal belongings. On-site case management connects participants to stable income, public benefits, and community support services, preparing individuals to return to permanent housing. From January 1, 2020, through October 31, 2024, Shelter Inc.

served 1,551 people at the Navigation Center. During that time 330 people exited to positive locations, including 225 that have obtained permanent housing.

On June 20, 2024, City staff released a Request for Proposals for North 5th Street Emergency Shelter Operations and Rehousing Services. A review panel, including City, County, and Sacramento Steps Forward staff, unanimously recommended The Gathering Inn's proposal.

On October 15, 2024, City Council passed Motion No. 2024-0299 authorizing the execution of a five-month agreement with The Gathering Inn for an amount not to exceed \$1,543,593, for the operation of the North 5th Street Navigation Center using available HHAP-3 and HHAP-4 funds.

Since The Gathering Inn (TGI) took over operations of the North 5th Street Navigation Center on November 1, 2024, TGI has:

- Overhauled the safety and security of the site;
- Staffed the entrance 24/7 to welcome guests and monitor entries and exits;
- Performed a deep cleaning of the entire shelter including removal of trash and unusable items and replacement of all shelter mattresses;
- Launched eight computer stations for guests which are used for housing, income, employment, and educational pursuits;
- Established standards, policies, and rules for the shelter and focused heavily on HMIS data clean up;
- Conducted individualized case management services for each guest;
- Pursued outreach with landlords;
- Collaborated with the Sacramento County HEART team, and integrated on-site mental health clinicians to provide one-on-one and group clinical therapy.

In addition, TGI activated the North 5th Lobby for weather respite this winter for a total of 44 nights. Over 330 bed-nights of weather respite service have been provided to the community's vulnerable population. TGI staff has supplied participants with cots, snacks, and water. The City, County, and TGI are actively working to finalize the Facility Use Agreement (FUA). Overall, TGI has provided 312 individuals with shelter and services at the North 5th Center, 49 have exited to positive locations, including 22 that have obtained permanent housing.

The HHAP-5 agreement between the City and State was finalized in December 2024, and the City received the first disbursement of HHAP-5 funds in February 2025 from the California Department of Housing and Community Development (HCD).

City staff recommends rescinding Resolution No. 1989-0544 and its restrictions on the creation of new shelters in the Richards Boulevard area and extending the current agreement with The Gathering Inn for the operations of the Navigation Center for seven additional months using the City's

remaining HHAP-4 funds and available HHAP-5 funds.

Policy Considerations: Pursuant to Sacramento City Code Section 3.04.020, any agreement involving an expenditure of \$250,000 or more requires City Council approval.

City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-Day review on March 14, 2025, in compliance with City Code.

Recommendations are consistent with the Governor's Executive Order N-23-20 to reduce street homelessness, break down barriers to homeless individuals accessing health care and other critical services, and to increase housing options for those experiencing homelessness.

Economic Impacts: None.

Environmental Considerations: This report concerns activities that do not constitute a "project" under the California Environmental Quality Act (CEQA) because they do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Section 15378(a)).

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: Services provided by this supplemental agreement address the ongoing need for both shelter and supportive services for individuals experiencing homelessness.

Financial Considerations: Sufficient funding is available (Operating Grants, Fund 2702) in the HHAP-4 Grant Project (G02000980) and in the HHAP-5 Grant Project (G02000990) to execute the agreement with The Gathering Inn for an amount not to exceed \$1,897,821.

Local Business Enterprise (LBE): The Gathering Inn is local to the Sacramento Region and will partner with LBEs in the City of Sacramento.

RESOLUTION NO. 2025-

Adopted by the Sacramento City Council

AUTHORIZING THE CREATION OF NEW SHELTERS IN THE RICHARDS BOULEVARD AREA AND RESCINDING RESOLUTION NO. 1989-0544.

BACKGROUND

- A. On June 27, 1989 the Sacramento City Council enacted Resolution 1989-0544 which restricted the City from constructing, establishing, or expanding any temporary or permanent programs or facilities for the purposes of sheltering, housing, feeding or providing social welfare services to indigent, homeless, or transient persons in the Richards Boulevard area.
- B. Resolution 1989-0544 has been in place for 35 years, during which time, the City of Sacramento has experienced a dramatic increase in the number of unhoused people in the community.
- C. On November 8, 2018 the City of Sacramento passed Resolution No. 2018-0436 declaring a Shelter Crisis in the City of Sacramento. Since then, the City has declared a shelter crisis six more times. Most recently, the City passed Resolution No. 2025-0025 extending the Shelter Crisis Declaration until terminated by City Council.
- D. Upon the declaration of a shelter crisis, State law protects the City with statutory immunities in the provision of emergency housing, provides regulatory flexibility to expedite the construction of shelters, and enables the city to allow persons unable to obtain housing to occupy designated public facilities. (Cal. Gov. Code §§ 8698.1-8698.4.)
- E. According to the report of the 2024 Point-in-Time Count for the County of Sacramento, on a single night in January 2024, approximately 6,615 persons were experiencing homelessness in the County. Approximately 3,944 of those persons were unsheltered. Within the City of Sacramento alone, approximately 3,053 persons were experiencing unsheltered homelessness. This population includes veterans, women, children, persons with disabilities, seniors, and other vulnerable groups.
- F. The report of the 2024 Point-in-Time Count indicates a 28.7% decrease in homelessness in the County of Sacramento since the 2022 Point-in-Time Count. However, the persistence of homelessness in our community can

continue to be attributed to the lasting impacts of the COVID-19 pandemic; struggles with disabilities and chronic health conditions; and challenges with housing affordability. Housing prices and rental rates continue to increase based on the scarcity of available housing. The next Sacramento Point-in-Time Count will take place in January of 2026.

- G. The City Council continues to work hard to address this crisis. In March of 2024, the City Council approved Sacramento’s regionally coordinated homelessness action plan called “All In Sacramento,” which builds upon the Local Homeless Action Plan (LHAP) adopted in 2022. All In Sacramento is a comprehensive plan that strives to address the challenges of people experiencing homelessness in the region. (Reso. No. 2024-0298). In December of 2022, the City also entered into a partnership agreement with the County of Sacramento to increase efficiency by sharing information and training, to establish joint encampment engagement teams, to increase the number of shelter spaces, and to coordinate the delivery of services directly to where individuals are currently residing.

- H. The City also funds and operates more than 1,250 shelter spaces every night for people experiencing homelessness. This includes the Roseville Road Campus, Outreach and Engagement Center, Meadowview Navigation Center, the X Street Navigation Center, the North 5th Street Navigation Center, the City Motel Shelter Program, and several transitional-aged youth specific shelters and programs. In January of 2024 the City opened a shelter-and-service campus on Roseville Road in north Sacramento. The campus has the capacity to house up to 240 people experiencing homelessness in sleeping cabins and trailers. In late 2024, the City was awarded Encampment Resolution Funds (ERF) for the expansion of tiny homes at the Roseville Road campus along with another award to pilot a street-to-housing rapid rehousing program.

- I. For the aforementioned reasons, resolving homelessness in Sacramento requires the City to pursue the most cost-effective solutions for sheltering the thousands of people within the City currently facing threats to their health and safety and living without adequate shelter.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council finds that paragraphs A through I, above, are true.

Section 2. Resolution No. 1989-0544 is hereby rescinded.

RESOLUTION NO. 89-544

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF June 27, 1989

POLICY ON FACILITIES ON THE HOMELESS AND TRANSIENT PERSONS IN THE RICHARDS BOULEVARD AREA

WHEREAS, the City Council of the City of Sacramento ("City) enacts this resolution as its statement of intent and policy regarding the establishment of shelter and all other facilities and services for indigent, homeless and transient persons in the Richards Boulevard Area;

WHEREAS, the Richards Boulevard Area is defined as indicated on the attached map (Exhibit "A");

WHEREAS, the City desires to establish, maintain and/or permit certain shelter and service facilities in the Richards Boulevard Area (Note: In this context, it is recognized that some of the facilities mentioned will actually be established/maintained by the Housing Authority of the City of Sacramento and/or the Redevelopment Agency of the City of Sacramento which is simultaneously adopting similar resolutions.)

WHEREAS, merchants, developers, property owners and residents in the Richards Boulevard Area object to the establishment of these shelters and service facilities unless there is a specific limitation on the number of persons to be served and there are controls on the operations of the programs and the programs are adequately funded;

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 89-544

DATE ADOPTED: JUN 27 1989

WHEREAS, the City desires to establish facilities and services which are exemplary both from a design and operational perspective;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1: All policy pronouncements in this resolution are based on the assumption that the City will acquire property presently owned by Southern Pacific Transportation Company south and east of the intersection of Twelfth and North B Streets. If the City does not obtain said site, then their resolution shall be effective only as to the temporary modular units hereafter described, so long as no other facilities are located on the site on a temporary basis. If another site is acquired in the Richards Boulevard Area for the facilities and services hereinafter mentioned, this resolution shall apply to that site.

SECTION 2: That the City intends to maintain existing, and establish new, facilities and programs in the Richards Boulevard Area as specified in this Resolution. The City intends to fund, limit and control said programs and facilities as specified in this resolution. The City intends to be bound by this resolution for the benefit of merchants, property owners and residents of the Richards Boulevard Area, now and hereinafter. The City acknowledges the merchants, property owners and residents in the Richards Boulevard Area are foregoing and will forego legal rights, remedies and objections which they have in reliance upon the provisions of this resolution and the future compliance of the City with the provisions of this resolution.

SECTION 3: In the immediate future, the City intends to establish modular shelter facilities for a maximum of 80 persons on a temporary basis. The location of these modular facilities shall be substantially as indicated on Exhibit "B". In no event shall these modular facilities be used for any purpose other than for shelter for indigent persons. It is the intention of the City that such modular facilities are to be temporary and to be closed and removed within two years, but in any event, such modular facilities shall be closed and removed from the site within four years. The City intends to replace said modular facilities with permanent facilities located as shown on Exhibit "B". The permanent facilities shall be used only for shelter of not more than 100 persons.

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RESOLUTION NO.: 89-544

DATE ADOPTED: JUN 27 1989

SECTION 4: The City shall establish a facility for shelter and other services for recipients of Aid-In-Kind General Assistance in an existing warehouse located immediately east of the existing Salvation Army facility at Twelfth and North "B" Streets. The intended purpose of this facility shall be to furnish shelter and other services for recipients of Aid-In-Kind General Assistance. This facility shall not be used to serve more than 52 persons in any time period.

Section 5: The Salvation Army facility at Twelfth and North "B" Street shall not be used to shelter more than 80 persons at any time other than November 1 through April 1 of each year when the Salvation Army facility shall not be used to shelter more than 140 persons. The nature and character of the operation of the Salvation Army facility shall not be changed except as otherwise provided in this resolution.

Section 6: The Bannon Street shelter shall not be used to shelter more than 60 persons at any given time. The nature and character of the operation of the Bannon Street shelter shall not be changed either at its present location or as relocated except as otherwise provided in this resolution. It is the intention of the City to relocate the Bannon Street shelter as indicated on Exhibit "B". When the Bannon Street shelter is relocated, the operation of the Bannon Street shelter shall not be changed except as otherwise provided in this resolution and the number of persons served by the Bannon Street shelter as so relocated shall not be increased.

Section 7: It is the intention of the City to relocate the detoxification facility services not located at 2700 Front Street to the location shown on Exhibit "B". The detoxification facility operation shall include a program which prevents discharge of persons treated there into the Richards Boulevard Area. The detoxification facility shall not serve more than 120 persons at any given time.

Section 8: Except as hereinbefore specifically provided, the City shall not construct any new or additional facility in the Richards Boulevard Area for the purpose of shelter, housing, feeding or providing social welfare services to indigent, homeless or transient persons. Additionally, except as otherwise provided in this resolution, the City shall not establish or expand, in terms of persons served, any temporary or permanent facilities or special service program for the indigent, homeless or transient persons in the Richards Boulevard Area.

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Section 9: It is the policy of the City to generally not favor in the Richards Boulevard Area;

- a) Establishment of any new social service program or facility to serve indigent, homeless or transient persons; or,
- b) Geographical expansion of any existing facilities in the Richards Boulevard area used for provision of such services. (For the purposes of this section, recognized existing facilities include the Salvation Army facility, the Union Gospel Mission, Loaves & Fishes, including all of its related programs, St. John's Shelter, as recently approved, and the Transitional Living and Community Support Outreach Center. It is further recognized that irrespective of this policy, Loaves & Fishes may be allowed to acquire such adjacent properties as may be necessary to facilitate improved internal operations of its existing programs.)

(The foregoing is not and shall not be construed to be a predetermination of any application for any discretionary land use entitlement in the Richards Boulevard.)

Section 10: With respect to any program over which the city has jurisdictional, programmatic or contractual control, the City shall fund each such program sufficiently to provide for proper program services and security measures sufficient to ensure that the persons served are controlled and that the program does not present a nuisance to surrounding property owners or businesses. If any program is not so funded, the program shall be terminated. Levels of funding for the programs and facilities shown on Exhibit "B" shall be funded to provide at least the following requirements:

- a) One professional security guard from a company which furnishes guard services such as Brinks on a 24 hour per day basis for each 100 persons served for the programs and facilities shown on Exhibit "B" and taking into account the Salvation Army facility.

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b) One program staff person on a 24 hour basis for each 50 persons served for the programs and facilities shown on Exhibit "B" (not including janitors, cooks, and other related staff).

c) At least \$2,500 in 1989 dollars adjusted annually for inflation per year per person sheltered in the facilities shown on Exhibit "B" for direct staff plus maintenance and utilities. Any payments to individuals such as welfare payments and counselors and other program staff delivering individualized services would be in addition to the foregoing. The detoxification facility program personnel shall not be taken into account in calculating the required personnel for the other facilities shown on Exhibit "B".

Section 11: With the exception of the detoxification center, the City shall, to the maximum extent feasible, shelter persons who are receiving Aid-In-Kind General Assistance in the facilities shown on Exhibit "B".

Section 12: The programs operated in the facilities shown on Exhibit "B" shall be conducted in such a manner as to discourage persons receiving services from loitering off the site of the facilities. The security personnel for the site shall be instructed to patrol the surrounding areas as well. The security personnel shall notify City Police of any loitering occurring on private property in the area. When alerted by such security personnel, or by business/property owners, it is the policy of the City Council to favor responses to such alerts by the City Police as a very high priority.

It is further understood that vigorous enforcement of anti-camping ordinances shall continue.

Section 13: As each new facility shown in Exhibit "B" is established, the physical design and program shall be presented to the community in public hearings before the City Council prior to the construction and implementation.

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RESOLUTION NO.: 89-544
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Section 14: The new facilities shown on Exhibit "B" shall be constructed of materials which present an image or permanency and do not detract from the appearance of the area. With the exception of the temporary modular shelters, no building shall be constructed with metal siding. The area shall be landscaped to standards set by the City for commercial developments including without limitations, landscaped set-back areas. The open areas between facilities shall be landscaped. The area shall be fenced with six foot metal fabric fence (or equivalent) and ingress and egress shall be limited.

Section 15: The programs conducted in the facilities shown in Exhibit "B" shall be managed by organizations with proven experience and expertise in managing such programs.

Section 16: The City shall proceed with the process of establishing a redevelopment project in the Richards Boulevard Area which may include all or part of the Richards Boulevard Area and other areas. This policy is specifically not a predetermination of discretionary issues which may come before the City for review and decision during the process. It is anticipated that tax increment funding from the aforementioned development project shall be the primary source of funding for monetary shortfalls in funding for the facilities shown on Exhibit "B" and for funding the programs in those facilities. Until there are adequate funds produced by the redevelopment project in the Richards Boulevard area to fund any shortfalls or deficits in funding the facilities and programs described herein, the City shall either fund the deficits by using other sources or terminate the use of the facilities and the conduct of the programs to the extent necessary to assure an adequate funding level.

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Section 17: It is recognized that some of the facilities hereinbefore mentioned will actually be funded, established, operated or maintained by the Housing Authority of the City of Sacramento or the Redevelopment Agency of the City of Sacramento, and the City does not presently intend to fund, establish, operate or maintain any such facility. Therefore, notwithstanding any provision of Sections 1, 2, 3, 4, 5, 6, 7, 11 and 13 to the contrary, nothing in this resolution shall be deemed to create or impose upon the City any moral or legal obligation with respect to any project funded, established, operated or maintained by the Housing Authority or the Redevelopment Agency. This paragraph shall not be construed, directly or by implication, to create any legal obligation on the City.


MAYOR

ATTEST:


ACTING Assistant CITY CLERK

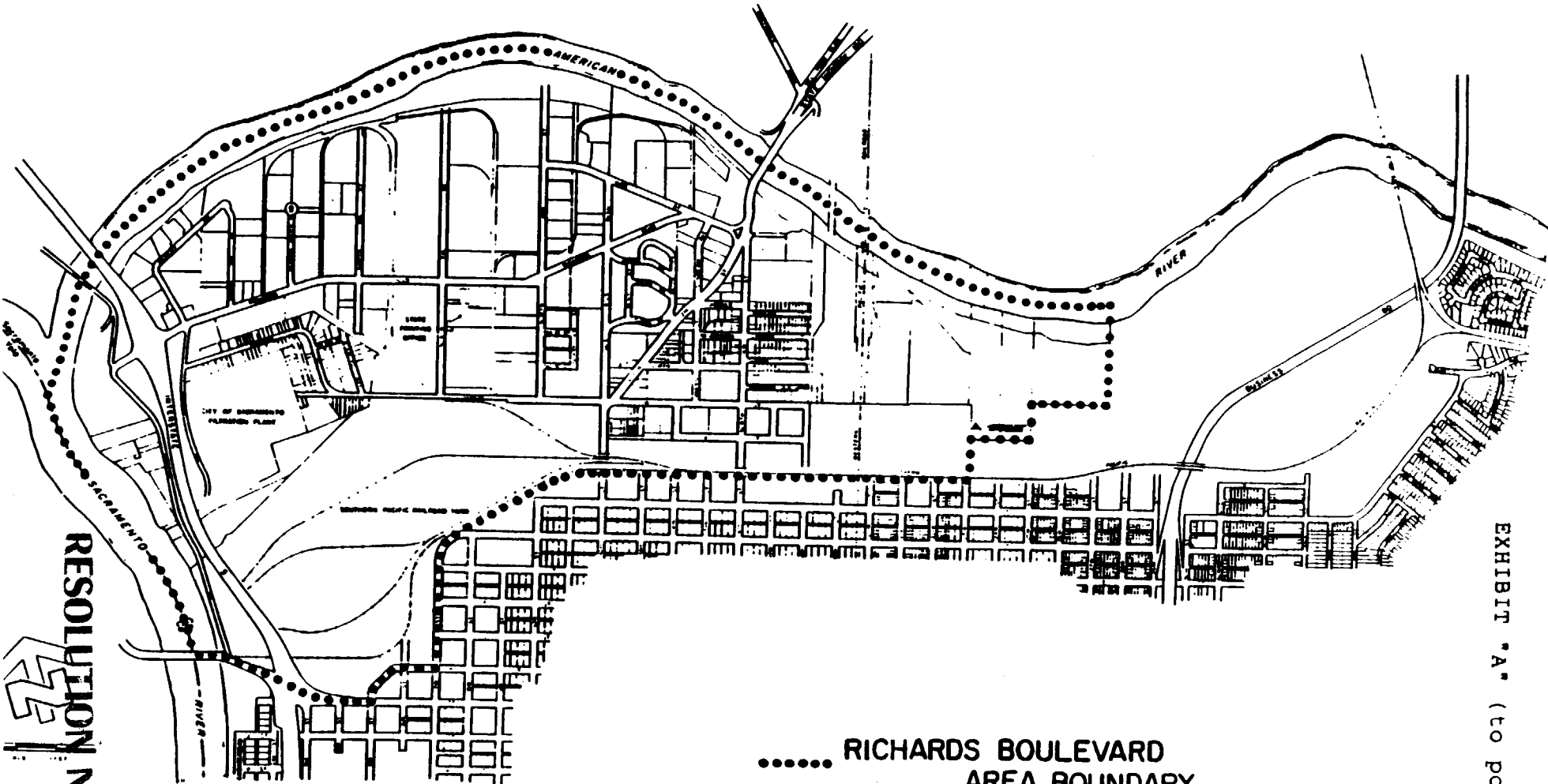
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RESOLUTION NO.: 89-544

DATE ADOPTED: JUN 27 1989

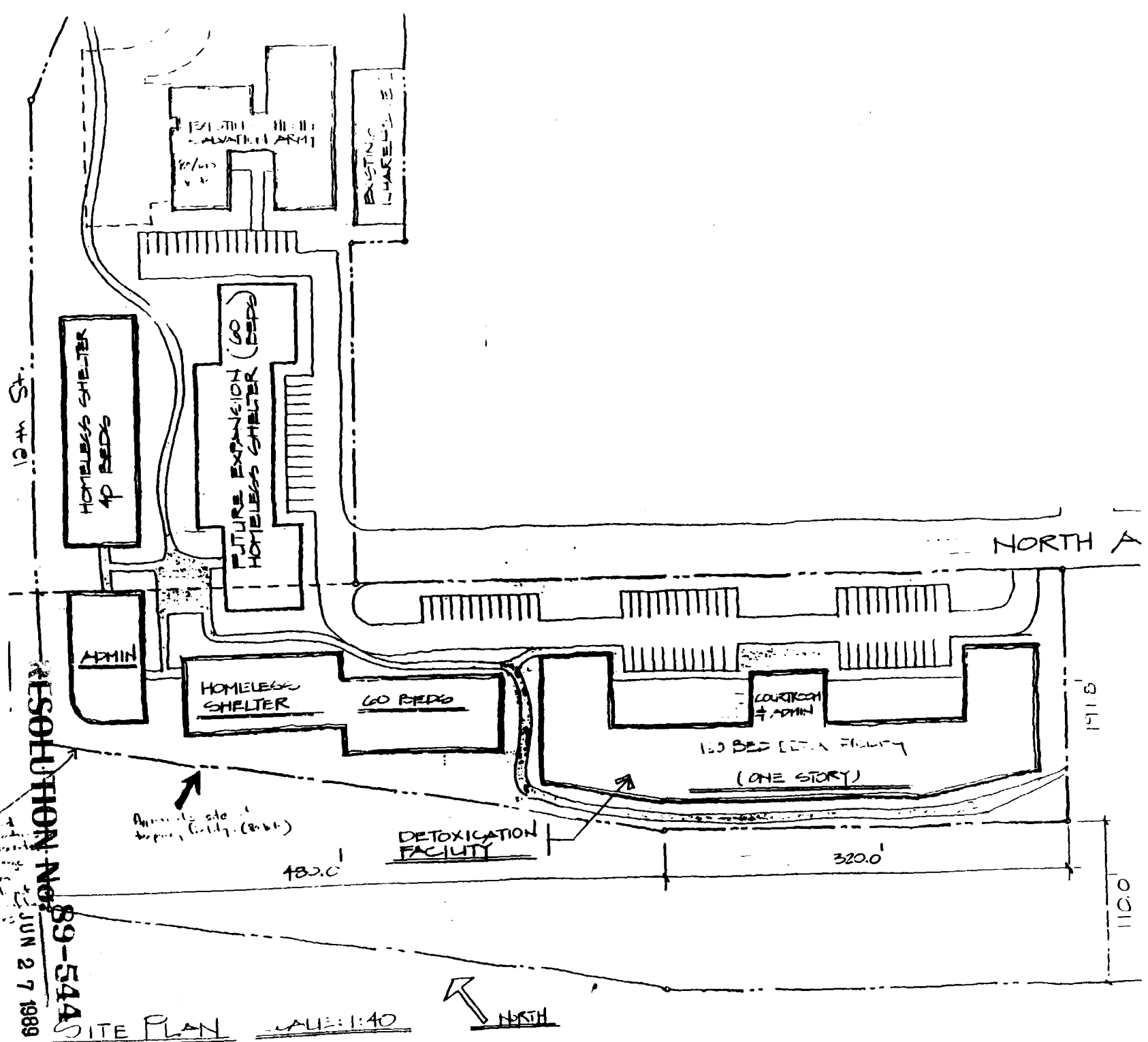
RICHARDS BOULEVARD AREA



..... RICHARDS BOULEVARD
AREA BOUNDARY

EXHIBIT "A" (to policy resolution)


RESOLUTION No. 89-544
JUN 27 1989



12th St.

RESOLUTION NO. 89-544
 JUN 27 1989

SITE PLAN SCALE: 1:40

HOMELESS & INEBRIATE FACILITY

NORTH

NORTH A

EXHIBIT "B" (to policy resolution

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): 2024-1367 Supplement/Addendum #: 01
Assessor's Parcel Number(s): _____
Contract Effective Date: 10/28/2024 Contract Expiration Date (if applicable): 10/31/2025
\$ Amount (Not to Exceed): \$ 3,441,414.00 Adjusted \$ Amount (+/-): \$ 1,897,821.00
Other Party: The Gathering Inn
Project Title: North 5th Street Navigation Center
Project #: G02000973 Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-00572

Contract Processing Contacts

Department: City Manager Project Manager: Brian Pedro x7816
Contract Coordinator: Michele Kashiwagi x7948 Email: mkashiwagi@cityofsacramento.org

Department Review and Routing

| | | |
|--------------------------|---|--------------------|
| Accounting: | _____ | _____ |
| | (Signature) | (Date) |
| Supervisor: | _____ | _____ |
| | (Signature) | (Date) |
| Division Manager: | <u>Rodolfo Davidson</u> | <u>Mar 6, 2025</u> |
| | <small>Rodolfo Davidson (Mar 6, 2025 14:24 PST)</small> | |
| | _____ | _____ |
| | (Signature) | (Date) |
| Other: | _____ | _____ |
| | (Signature) | (Date) |

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

SUPPLEMENTAL GRANT AGREEMENT

Project Title and Job Number: North 5th Navigation Center – G02000973

Date: March 25, 2025

Purchase Order #: 78586

Supplement No.: 1

The City of Sacramento (“City”) and The Gathering Inn (“Grantee”), as parties to that certain Homeless Housing, Assistance, and Prevention Program Grant Agreement designated as Agreement Number **2024-1367**, including any and all prior supplemental agreements modifying the Agreement (the Grant Agreement and supplemental grant agreement are hereafter collectively referred to as the “Agreement”), hereby supplement and modify the Agreement as follows:

1. The term of the Agreement specified in Section 1 (Term) is hereby extended for an additional 7-month term through October 31, 2025, subject to early termination under Section 6.

2. Section 2 (Disbursement of Funds) is revised to read:

The City shall disburse to the Grantee a total sum not to exceed \$3,441,414.00 in accordance with section 4 below. The funds disbursed by the City under this agreement now include HHAP-3, HHAP-4, and HHAP-5 funds, but all funds disbursed under this Agreement are referred to herein collectively as “HHAP-3” and “HHAP-4” funds.” In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after October 31, 2025.

3. Section 4(a) (Authorized Uses) is revised to read:

The Grantee agrees to use the HHAP-3 and HHAP-4 funds for the purposes set forth in, and in compliance with the conditions set forth in, the HHAP Standard Agreements between the City and BCSHA (hereinafter “HHAP-Standard Agreements”) including the special conditions set forth in Exhibit D of the HHAP Standard Agreements, attached hereto as Attachment 3, Attachment 4, and Attachment 6. The Grantee shall also comply with the applicable State requirements governing the use of HHAP-3 and HHAP-4 funds, with the Grantee’s submitted scope of work included as Attachment 1, and with the budget approved by City, attached hereto as Attachment 7. Failure to comply with these conditions may result in termination of this Agreement.

4. The attached HHAP-5 Standard Agreement (Attachment 6) is hereby incorporated into the Contract.

5. The Scope set forth in Attachment 1 of the Agreement is amended as follows:

The fourth bullet point under the section titled “Staff Training” in Section V (Staffing) is revised to read:

Grantee will have an Infection Control Policy that addresses airborne pathogens. Staff shall be screened for Tuberculosis (TB) risk annually. Screening can consist of an assessment of any symptoms (e.g. cough) and review of any occupational exposure to TB. Staff with TB symptoms or exposure to a person with active TB should be referred to a health care provider for TB testing.

6. As of April 1, 2025, the revised Budget attached hereto as Attachment 7 supersedes the Budget set forth in Attachment 2.

7. In consideration of the additional services described above, the maximum not-to-exceed amount of \$1,543,593 that is specified in the Grant Agreement is **increased** by \$1,897,821, and the Agreement’s maximum not-to-exceed amount is amended as follows:

| | |
|--|----------------|
| Agreement's original not-to-exceed amount: | \$1,543,593.00 |
| Net change by previous supplements: | \$0.00 |
| Not-to-exceed amount prior to this supplemental agreement: | \$1,543,593.00 |
| Increase/Decrease by this supplemental agreement: | \$1,897,821.00 |
| New not-to-exceed amount including all supplements: | \$3,441,414.00 |

8. Grantee warrants and represents that the person or persons executing this supplemental grant agreement on behalf of Grantee has or have been duly authorized by Grantee to sign this supplemental grant agreement and bind Grantee to the terms hereof.

9. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Grantee shall perform all of the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental grant agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SACRAMENTO, a municipal corporation,

GRANTEE: The Gathering Inn

REQUESTED FOR APPROVAL BY:

Brian Pedro
Brian Pedro (Mar 11, 2025 11:18 PDT)

Brian Pedro, Director

Dated: Mar 11, 2025

Keith Diederich
Keith Diederich (Mar 11, 2025 12:52 PDT)

Keith Diederich, President and CEO

Dated: Mar 11, 2025

APPROVED AS TO FORM:

Arvinder Kaur
Arvinder Kaur (Mar 6, 2025 14:08 PST)

Arvinder Kaur, Deputy City Attorney

APPROVED BY:

Mario Lara, Assistant City Manager

ATTEST:

City Clerk



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|-----------------------------------|---|
| AGREEMENT NUMBER 24-HHAP-10019 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-----------------------------------|---|

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

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
City of Sacramento

2. The term of this Agreement is:

START DATE
Upon HCD approval

THROUGH END DATE
June 30, 2029

3. The maximum amount of this Agreement is:
\$27,053,240.85(Twenty Seven Million Fifty Three Thousand Two Hundred Forty Dollars and Eighty Five Cents)

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

| Exhibits | Title | Pages |
|-------------|--|----------------|
| Exhibit A | Authority, Purpose and Scope of Work | 13 |
| Exhibit B | Budget Detail and Disbursement Provisions | 4 |
| Exhibit C * | State of California General Terms and Conditions | GTC 04/2017 |
| + - | Exhibit D HHAP GENERAL TERMS AND CONDITIONS | 11 |
| + - | Exhibit E Special Terms and Conditions | 3 |
| + - | TOTAL NUMBER OF PAGES ATTACHED | 31 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Sacramento

| | | | |
|---|--------------------|-------------|--------------|
| CONTRACTOR BUSINESS ADDRESS 915 I Street | CITY Sacramento | STATE CA | ZIP 95814 |
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|---|---------------------------------|
| PRINTED NAME OF PERSON SIGNING Michael Jasso | TITLE Assistant City Manager |
|---|---------------------------------|

| | |
|--|-----------------------------|
| CONTRACTOR AUTHORIZED SIGNATURE Michael Jasso (Dec. 17, 2024 11:23 PST) | DATE SIGNED Dec 17, 2024 |
|--|-----------------------------|

APPROVED AS TO FORM:

Maria Hansen (Dec. 16, 2024 11:20 PST)

ATTEST:

Karrie Southward (Jan 2, 2025 10:17 PST)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|--|---|
| AGREEMENT NUMBER 24-HHAP-10019 | PURCHASING AUTHORITY NUMBER (If Applicable) |
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Diana Malimon

DATE SIGNED

12/18/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) 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 Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. 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 into permanent housing and supporting the efforts of those

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individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. Continue to build regional collaboration between Continuums of Care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in "Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness".
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable 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.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

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levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. 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 interim or permanent housing, or other services for which these funds are used.
- H. Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- C. “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- D. “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.
- E. “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

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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.

- F. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “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.
- L. “Homeless Management Information System” 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.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

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- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- O. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. “Memorandum of Understanding” has the same meaning as defined in subdivision (f) of Section 50233.
- R. “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.
- S. “Program” means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) “Base program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) “Homekey supplemental allocation” means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, “region” means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple

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counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. “Small jurisdiction” means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

Additional definitions for the purposes of the HHAP-5 program:

Allocations:

“Initial HHAP-5 Base Allocation”: fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP-5 allocation.

“HHAP-5 Planning Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s HHAP Round 5 planning allocation.

“Initial Supplemental Funding Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s share of the one hundred (\$100) million Supplemental Allocation.

“Remainder Disbursement”: the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP- 5 base allocation.

“Obligate”: means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

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“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. **Scope of Work**

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
 - 1) Permanent housing solutions, including all of the following:
 - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
 - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
 - c) Move-in expenses.
 - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

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Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
 - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
 - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
 - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
 - b) Operating expenses in existing congregate shelter sites.

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- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
 - d) Motel or hotel vouchers.
 - e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
 - f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
 - g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
 - h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
- a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
 - b) Services coordination, which may include access to workforce, education, and training programs, or other

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- services needed to promote housing stability in supportive housing.
- c) 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.
 - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
 - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
 - b) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5)

Contract Coordinator

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

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The Representatives during the term of this Agreement will be:

| | PROGRAM | GRANTEE |
|-----------------------------|--|--|
| ENTITY: | California Department of Housing & Community Development | City of Sacramento |
| SECTION/UNIT: | Policy and Program Support | |
| ADDRESS: | 651 Bannon St SW, Suite 400 Sacramento, CA, 95811 | 915 I Street, Sacramento, CA 95814 |
| CONTRACT COORDINATOR | Jeannie McKendry | Ya-yin Isle |
| PHONE NUMBER: | (916) 490-9589 | (916) 808-1869 |
| EMAIL ADDRESS: | HPDHomelessnessGrants@hcd.ca.gov Jeannie.McKendry@hcd.ca.gov | yisle@cityofsacramento.org |

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at HPDHomelessnessGrants@hcd.ca.gov. HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

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(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

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- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Payee**

Name: City of Sacramento Amount: \$ 27,053,240.85

2. **Budget Detail & Changes**

A. The Grantee agrees that HHAP-5 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 people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

B. The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C. Any changes to the Grantee’s budget must be approved in writing by HCD prior to incurring expenses.

3. **General Conditions Prior to Disbursement**

A. All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

- 1) Request for Funds Form (“RFF”).
- 2) STD 213 Standard Agreement form and Exhibits A through E.
- 3) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

4. **Disbursement of Funds**

A. **Initial Disbursement**

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- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

B. Remainder Disbursement

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
 - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
 - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

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remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
 - ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

5. Expenditure of Funds

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

6. Ineligible Costs

- A. HHAP-5 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 HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD 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 Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

EXHIBIT B

- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.
- HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.
- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

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HHAP GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. Termination of Agreement

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within thirty (30) days of HCD's notice of termination.

B. Sufficiency of Funds

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

2. **Transfers**

Grantee 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 as allowed within Exhibit D Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

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requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

Grantee 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 Grantee'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 HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. **Reporting/Audits**

A. Reporting Requirements

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

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- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

B. Auditing

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

EXHIBIT D

- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within ninety (90) days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD 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 Homeless Housing, Assistance, and Prevention Program laws, the HHAP-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD retains the right to impose a corrective action plan on the Grantee.

B. Record Retention

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

EXHIBIT D

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.

C. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. Breach of Agreement

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

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

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

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.

EXHIBIT D

- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
 - 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
 - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-5 requirements.
- C. All remedies available to HCD are cumulative and not exclusive.
- D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (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 HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee 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 HCD to enforce these provisions.

8. **Nondiscrimination**

During the performance of this Agreement, the Grantee and its 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. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its 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, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

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Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, HSC 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."

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

- 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 Grantee with any State agency to provide goods or services.
- B. **Former State Employees:** For the two (2) 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 (12) 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 (12) month period prior to his or her leaving State service.

EXHIBIT D

- C. Employees of the Grantee: Employees of the Grantee 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 Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- D. Representatives of a County: 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.

10. **Drug-Free Workplace Certification**

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

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance program; and
 - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
 - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

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

- A. The Grantee 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 Grantee, 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.

12. Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

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- 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 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 Grantee or any Subgrantee in performing the Work or any part of it.
- 4) Agree to include all the terms of this Agreement in each subcontract.

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee 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, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The Grantee 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. The Grantee 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,

EXHIBIT D

environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

14. Inspections

- A. The Grantee 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. HCD 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. The Grantee 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 until it is corrected.

15. 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 HCD, shall not affect any other provisions of this Agreement and the Initial terms of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, 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 HCD.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in 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. In addition, HHAP-5 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
3. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

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Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, 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 and COVID-19.
7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of Exhibit D Section 1(B) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D Section 1(B) once construction has commenced in compliance with Program requirements and in

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 “HHAP-5”
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

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accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

Attachment 7: Budget
October 28, 2024 - October 31, 2025

| COMPONENT | ORIGINAL BUDGET | SUPPLEMENT #1 BUDGET | NEW BUDGET |
|---|---------------------|-------------------------|---------------------|
| STAFFING | | | |
| Sr. Director of Programs (.25 FTE) | 17,000.00 | 6,700.00 | 23,700.00 |
| Chief Philanthropy Officer (.1 FTE) | | - | - |
| Manager of Engagement & Stewardship (.2 | | - | - |
| Program Director (1 FTE) | 42,000.00 | 55,500.00 | 97,500.00 |
| Site Manager (2 FTE) | 65,000.00 | 85,000.00 | 150,000.00 |
| Case Manager (8 FTE) | 200,000.00 | 265,920.00 | 465,920.00 |
| Housing Specialist (1 FTE) | 25,000.00 | 33,240.00 | 58,240.00 |
| Older Adult Specialist (1FTE) | 25,000.00 | 33,240.00 | 58,240.00 |
| SUD Counselor (1 FTE) | 25,000.00 | 33,240.00 | 58,240.00 |
| Monitor (17 FTE) | 365,000.00 | 448,325.00 | 813,325.00 |
| Staffing Contingency | 16,000.00 | 21,000.00 | 37,000.00 |
| Mental Health Clinician (.25 FTE) | 32,000.00 | 43,000.00 | 75,000.00 |
| Volunteers | | - | - |
| Taxes & Benefits | 155,610.00 | 201,000.00 | 356,610.00 |
| SUBTOTAL | 967,610.00 | 1,226,165.00 | 2,193,775.00 |
| OPERATIONS | | | |
| Guest Food | 305,000.00 | 370,000.00 | 675,000.00 |
| Guest Supplies | 30,000.00 | 30,000.00 | 60,000.00 |
| Mileage/Guest Transportation | 8,000.00 | 4,000.00 | 12,000.00 |
| Hygiene Products | | - | - |
| Clothing | | - | - |
| Linens | | - | - |
| Pet Supplies | | - | - |
| Facility Lease | 12,500.00 | 17,500.00 | 30,000.00 |
| Equipment Lease | 1,500.00 | 1,000.00 | 2,500.00 |
| Office Supplies | 5,000.00 | 2,300.00 | 7,300.00 |
| Equipment | 8,000.00 | 1,600.00 | 9,600.00 |
| Technology | 8,000.00 | 1,600.00 | 9,600.00 |
| Janitorial Supplies | 9,000.00 | 1,500.00 | 10,500.00 |
| Pest Control | 3,000.00 | 3,000.00 | 6,000.00 |
| Utilities | | - | - |
| Trash | | 24,500.00 | 24,500.00 |
| Facilities Maintenance/Improvements | | - | - |
| Communications/Internet | 10,000.00 | 15,000.00 | 25,000.00 |
| Staff Training, Uniforms, Background | 10,000.00 | 8,500.00 | 18,500.00 |
| Legal & Professional | 5,000.00 | | 5,000.00 |
| Insurance | 25,000.00 | 22,000.00 | 47,000.00 |
| | | | - |
| SUBTOTAL | 440,000.00 | 502,500.00 | 942,500.00 |
| REHOUSING SERVICES | | | |
| Renter Assistance | 20,000.00 | 35,000.00 | 55,000.00 |
| One-Time Housing Costs | 15,000.00 | 10,000.00 | 25,000.00 |
| Moving Costs | | - | - |
| SUBTOTAL | 35,000.00 | 45,000.00 | 80,000.00 |
| In-direct Costs (not to exceed 7%) | 100,983.00 | 124,156.00 | 225,139.00 |
| TOTAL PROGRAM COSTS | 1,543,593.00 | 1,897,821.00 | 3,441,414.00 |