

File ID: 2025-00718

4/1/2025

Agreement: City Motel Shelter Program Agreement with Jibboom Hotels Inc dba Motel 6 Old Sacramento North [Published for 10-day Review on 3/21/2025]

File ID: 2025-00718

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or the City Manager's designee to execute an Agreement with Jibboom Hotels Inc. dba Motel 6 Old Sacramento North for an amount not to exceed \$1,650,000.

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 - Jibboom Hotels Inc. dba Motel 6 Old Sacramento North 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 that 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, 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.

In addition to the recent decrease in the overall number of people experiencing homelessness in Sacramento, there continues to be a significant improvement in sheltering families experiencing homelessness. The 2024 Sacramento PIT Count reported 96.7% of families experiencing

homelessness were sheltered, up from 68% in 2022 and 48% in 2019. The increased percentage of sheltering families experiencing homelessness is largely attributed to the work of the City Motel Shelter Program and its ability to assist families with shelter and support services. This program is unique as the only City-run family shelter that implements a zero-barrier approach, ensuring equitable access to housing and services without any preconditions.

The COVID-19 pandemic highlighted the need for non-congregate settings to provide shelter for high-risk individuals. In mid-December 2020, the City utilized \$250,000 of the existing Coronavirus Relief Fund (CRF) to contract with Paul & Sons, Inc. and Shree Enterprises for the creation of the City Motel Shelter Program, a non-congregate sheltering program.

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. Most recently, 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.

On March 2, 2021, the City Council adopted Resolution No. 2021-0053, which further recognized the urgent need to offer unhoused persons, facing imminent health and safety threats, with non-congregate shelter and authorized the City Manager to provide motel vouchers to qualified persons as long as the Federal Emergency Management Agency (FEMA) continued to provide 100 percent reimbursement.

Following a March 2021 RFP process focused on increasing the number of shelter beds for women and families, City staff continued expansion of the City Motel Program including an agreement with Sky Riders motel in April 2021 to add 30 rooms, an agreement with Siyaram Hotels, LLC in October 2021 to add 32 rooms, and an agreement with Arden Acres in December 2022 to add up to 49 rooms to the program. These additions brought the total number of motel rooms in the City Motel Shelter program to 200 rooms, which has been the operating capacity of the program since December 2022.

On February 8, 2022, the City Council adopted Resolution No. 2022-0041, which recognized the urgent need to continue offering non-congregate shelter options to the local unhoused population facing imminent health and safety threats. This Resolution authorized the City Manager to continue providing motel vouchers and related services for unsheltered households qualified to receive federal funding support as long as FEMA continued to allow the City to seek full reimbursement for members of the unsheltered population most at-risk of contracting COVID-19.

On February 7, 2023, the City Council adopted Resolution No. 2023-0036, which authorized the City Manager, or the City Manager's designee, to accept the state allocation of \$24,791,417 in grant funds and increase the HHAP-4 Grant Fund Project (G02000980) and its corresponding revenue and expenditure budget in G02000982 (Operating Grant Fund, Fund 2702.)

On May 11, 2023, FEMA's COVID-19 Disaster Declaration Incident Period closed. As of that date the City is no longer able to seek FEMA reimbursement for the City Motel Shelter Program. The City received the first reimbursement installment from FEMA in the amount of \$937,099.86 for motel stays from December 15, 2020, through June 11, 2021. The City's remaining \$7,802,657 reimbursement request for motel stays from June 11, 2021 through May 11, 2023 is still under review by FEMA. Since the FEMA reimbursement period ended, the City Motel Shelter Program has been funded

using already authorized federal American Rescue Plan Act (ARPA) and state Homeless Housing, Assistance and Prevention (HHAP) grant funding to provide shelter to families.

On September 5, 2023, the City Council continued the City Motel Shelter Program by passing Motion No. 2023-0245 authorizing agreements with Paul & Sons, Inc. (65 rooms), Shree Enterprises, Inc (71 rooms), Sky Riders (30 rooms), Siyaram Hotels, LLC dba Gold Star (32 rooms), Arden Acres (30 rooms), and an agreement with Step Up on Second Street for operations and support services for the City Motel Program through June 30, 2024.

On June 26, 2024, the City Council passed Motion No. 2024-0207 authorizing agreements with Paul & Sons Inc (51 rooms), Motel 6 Downtown (38 rooms), Motel 6 Central (51 rooms), Siyaram Hotel dba Gold Starr (31 rooms), and Arden Acres (29 rooms) through February 28, 2025. In December 2024, City Staff released a Request for Proposals (RFP) for the City Motel Shelter Program Motels. In total, the City received nine responses to the RFP from the following motels:

- 1) Jibboom Hotels Inc- up to 105 rooms.
- 2) College Hotel's Inc- up to 110 rooms.
- 3) Arden Acres, Inc- up to 30 rooms.
- 4) Paul & Sons Northgate Inc- up to 132 rooms.
- 5) Sacramento Vagabond Inn Executive Oldtown, LLC- up to 107 rooms.
- 6) Siyaram Hotel dba Gold Star- up to 32 rooms.
- 7) A1 Financial Services LLC - up to 200 rooms.
- 8) Shrim Hotels, LLC- up to 20 rooms.
- 9) Sky Riders Motel - up to 30 rooms.

After initial review, Staff deemed that one proposal from Sky Riders Motel was non-responsive due to its failure to meet multiple requirements outlined in the RFP. A review panel, including the City and Sacramento Steps Forward staff, scored the remaining eight proposals. City staff entered into negotiations with the top three ranking proposals and came to an agreement for 60 rooms with Jibboom Hotels Inc, 60 rooms with College Hotel's Inc, and 29 rooms with Arden Acres Inc.

Paul & Sons Northgate Inc. and Sacramento Vagabond Inn Executive Oldtown were tied for fourth place following the initial evaluation. As a result, both parties entered negotiations. After a thorough review of geographic shelter needs and the availability of surrounding affordable food options, Paul & Sons Northgate Inc. was identified as the preferred option. City staff then entered into an agreement for 51 rooms with Paul & Sons Northgate Inc. During negotiations City staff were able to lower the overall cost of the motel owner agreements by 20%, saving the City approximately \$1.5 million from the previous year's costs.

On February 25, 2025, the City Council passed Motion No. 2025-0061 authorizing agreements with College Hotel's Inc. (60 rooms), Arden Acres (29 rooms), and Paul & Sons Inc. (51 rooms), for a total of 140 rooms, from March 1, 2025, through February 28, 2026.

City staff recommends entering into an agreement with Jibboom Hotels Inc. dba Motel 6 Old Sacramento North (60 rooms) from April 1, 2025, through February 28, 2026.

Policy Considerations: Pursuant to Sacramento City Code section 3.56.090, any agreement

for non-professional services that is for \$250,000 or more requires City Council approval.

The Sacramento City Code Section 4.04.020 and the City 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 City Council action. This item was published for 10-day review on March 21, 2025, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment and does not constitute a “project” as defined by the CEQA [CEQA Sections 15061(b)(3) and 15378(b)(2)].

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: DCR staff have completed the RFP process and have notified the awardees. The RFP process has enabled City staff to choose the top-ranked proposers who exhibit experience working with a vulnerable population of individuals experiencing homelessness, ability to serve various Council districts, and ability to respond quickly and work in collaboration with DCR. Services provided by this agreement address the ongoing need for both shelter and supportive services for individuals and families experiencing homelessness.

Financial Considerations: Sufficient funding is available (Operating Grants, Fund 2702) in the HHAP-5 Grant Project (G02000990) to execute the Agreement with Jibboom Hotels Inc for an amount not to exceed \$1,650,000.

Local Business Enterprise (LBE): All businesses and non-profit organizations that the Department of Community Response is partnering with are LBEs in the City of Sacramento.

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): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 04/01/2025 Contract Expiration Date (if applicable): 02/28/2026
\$ Amount (Not to Exceed): \$ 1,650,000.00 Adjusted \$ Amount (+/-): \$ 0.00
Other Party: Jibboom Hotels Inc DbA Motel 6 Sacramento Old North
Project Title: City Motel Shelter Program
Project #: G02000991 Bid/RFQ/RFP #: P25231031004
City Council Approval: YES if YES, Council File ID#: 2025-00718

Contract Processing Contacts

Department: City Manager Project Manager: Rolf Davidson
Contract Coordinator: Madolyn Ruberg Email: mruberg@cityofsacramento.org

Department Review and Routing

Accounting:

(Signature) (Date)

Supervisor:

(Signature) (Date)

Division Manager:

(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**-----

CONTRACT #:
CONTRACT NAME: City Motel Shelter Program
CONTRACT PROJECT #: G02000991
DEPARTMENT: Department of Community Response
DIVISION: Office of Homeless Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Jibboom Hotels Inc. Dba Motel 6 Sacramento Old North
227 Jibboom Street Sacramento, Ca 95811
559-827-1515/mikey.p.patel@gmail.com*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning April 1, 2025.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Exhibit A – Scope of Work
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A (“Services”).

Contractor will not be compensated for non-professional services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at:
<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.
The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.**

This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Rodolfo Davidson
1000 I Street #120, Sacramento, CA 95814
916-808-3703/rdavidson@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Mayank Patel, Owner/General Manager
227 Jibboom St Sacramento CA 95811
559-827-1515/mikey.p.patel@gmail.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

3. Time of Performance. The Services described in this Contract shall be provided from April 1, 2025 through February 28, 2026. The City may extend this Contract for additional terms, not to exceed a total term, including extensions and renewals, of five years. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 1,650,000.00. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance

- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

7. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

9. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- _____ Construction work in an amount exceeding \$25,000;
- _____ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- _____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any of the lines is checked above, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

EXHIBIT C

INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than two million dollars (\$2,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items

under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than two million dollars (\$2,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

10. **Waiver of Subrogation.** Contractor hereby grants to the City a waiver of any right to

subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by

any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City

Information”) that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City’s prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term “information” means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City’s failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor’s proposal to City or in connection with Contractor’s performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual “trade secret” designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the

notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

13. Term; Suspension; Termination.

- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
- B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:
 - (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

- A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.
- B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the

rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

- C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.
- D. City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

16. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:

- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
- (2) Cancellation, termination, or suspension of this Contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or

obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

- 25. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
- 26. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 27. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
 - (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

Exhibit A, Attachment 1

City Motel Shelter Program- Scope of Services

1. Overview

The Contractor has agreed to provide up to a maximum of 65 motel/hotel rooms at the following location and the required supplies and services detailed below:

*Jibboom Hotels Inc Dba Motel 6 Sacramento North - 227 Jibboom Street Sacramento, CA
95811*

2. Requirements

Contractor shall provide weekly housekeeping services, that includes bedding and towel changes, and a deep clean of the room. Contractor shall coordinate with support partner staff on scheduling the weekly housekeeping service to ensure program participants have cleared their rooms out to enable the required housekeeping services. The motel/hotel rooms shall be furnished as they would under normal operations including at a minimum: bed(s), closet, dresser, restroom, shower, mini-fridge, microwave, television, heat and air conditioning, etc. Contractor shall maintain each room and address issues such as replacing/repairing damaged furniture, windows/window screens, light fixtures, doors, smoke detectors, air vents, heat and air conditioning units, weather stripping, and ensuring the walls, floors, and carpets are clean or free of stains. Additionally, all bathrooms should have functioning plumbing, doors, light fixtures, and accessories. Contractor shall respond to any maintenance as requested by Support Partner staff, program participants, or the City within 48 hours.

Contractor shall have pest control services provided at the motel (both inside and outside of rooms), at minimum, monthly and provide documentation of pest control services. Contractor shall have pest control services respond within 48 hours to any bed bug, rodent, or any other pest infestation. Contractor shall respond within 24 hours to any complaints of mold in rooms and clean and remove any mold as necessary.

Contractor shall provide storage space for program participants who have been exited from the program for up to 60 days.

Contractor shall report to Support Partner staff and the City upon the occurrence or observation of any reportable event(s) identified below.

- Incidents involving any inappropriate activity that has been alerted to law enforcement.
- Death of any program participant from any cause.
- Any facility-related injury of any program participant which requires medical

treatment.

- A fire or explosion in or on the premises.
- A reported grievance from a program participant:
 - a. Sexual assault and/or verbally or physically threatening behaviors that rise to the level of a "direct threat" to persons or property;
 - b. Physical violence to staff or other program participants;
 - c. Direct observation of participant engaging in illegal activity onsite;
 - d. Possession of an illegal weapon at the facility.

Contractor will establish, monitor, and comply with neighborhood safety, security, codes of conduct and property management standards. Contractor shall have a facility monitoring mechanism—such as security cameras—monitoring all public locations on the property at all times. Contractor shall provide access to the facility monitoring system to support partner staff.

Contractor agrees in providing these services that it will not discriminate on the basis of a person's race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, genetic information, disability (including HIV and AIDS), sexual orientation or gender identity, citizenship, primary language, or immigration status in conducting its business.

Upon entry to the program, each program participant shall be required to review and sign the City Motel Shelter Program Participant Guidelines (Attachment 2 to Exhibit A) and City Motel Shelter Program Room Cleaning Protocol (Attachment 3 to Exhibit A). The Participant Guidelines and Program Room Cleaning Protocol are meant to be enforced by Program staff. However, they may require collaboration between motel staff and Program staff. The Participant Guidelines and Program Protocol may be amended by the City as necessary. Contractor is required to review and follow the standards in the Homeless Housing, Assistance and Prevention (HHAP) Grant Standard Agreement (Attachment 4 to Exhibit A).

3. Program Participant Belongings and Pets

Contractor agrees that program participants may bring up to two suitcases, or storage containers, per adult and one suitcase, or storage container, per child for personal belongings. In addition, Contractor agrees to allow the program participants to bring an air fryer, crockpot, and rice cooker as needed for meal preparation. Contractor agrees to allow registered service animals in accordance with applicable state and federal disability laws. Participants with Emotional Service Animals (ESA) must be provided with reasonable accommodation for the ESA. ESAs must not display aggressive behavior, destroy property, disrupt other program participants, and must be housebroken and under the control of their handlers at all times. ESAs that do not meet the above requirements may be

prohibited from entering the City Motel Shelter Program per paragraph (b) of Section 35.136 of Part 35 of Title 28 of the Code of Federal Regulations (28 CFR 35.136(b)).

Contractor has the authority to do weekly room checks to check for damages and to monitor room cleanliness and amount of personal property acquired. Any room damage, excessive uncleanliness, or excessive personal belongings shall be reported to Support Partner staff.

4. Payment

The City will pay \$70 per night for each motel or hotel room, including taxes and fees.

The City will pay \$70 per day for office space made available at each site for use by support partner staff. The City will also pay up to \$100 per week (7-day stay) for any damage to a room beyond normal wear and tear. Provider must provide supporting documentation of the damage and the cost to repair or replace the damaged item(s).

5. Support Partners

The Sacramento Coordinated Access System will refer families experiencing homelessness to Contractor's motel. Support partner staff will be onsite at each motel location to provide supportive services to the City Motel Shelter Program participants. Office space must be made available at each motel site for support partner services.

Attachment 2 to Exhibit A

City Motel Shelter Program Participant Guidelines

Welcome to the City Motel Shelter Program! We understand that this may be a difficult period in your life, and we are glad that you are with us. The goal of the City Motel Shelter Program is to help participants identify and remove their barriers to housing, and then move forward to the next appropriate step. For this program to function best for all involved, we must have guidelines established to provide the safety and structure necessary to generate lasting positive outcomes.

The City of Sacramento funded City Motel Shelter Program is a voluntary program intended to provide temporary Non-Congregate Shelter to families experiencing homelessness within the City. Voluntary participation in this program is contingent upon observance of the following guidelines at any hotel/motel location associated with the program.

Failure to observe the following guidelines may result in dismissal from the program location.

All Program participants are required to comply with the following guidelines:

1. Participants may not possess or store weapons on motel property or inside rooms.
2. Participants must respect the property, other program participants, motel staff, and program staff. This includes adhering to directions from motel staff and program staff.
3. Loud music, disruptive behavior, and incessant noise that creates a nuisance for other program participants is prohibited.
4. Participants may not cause any damage to the motel property, the rooms, or anything in the rooms such as furniture, appliances, etc.
5. All motel property must remain in the assigned room, including televisions, minifridges, microwaves, furniture, towels, sheets, etc.
6. Unregistered guests are not allowed in hotel/motel rooms or on motel property. Only current City Motel Shelter Program participants may use motel rooms and only program staff, motel staff, or support service providers' registered guests (approved by the program staff) may visit clients at the motel sites.
7. Minors are the responsibility of their parent or legal guardian. At no point may minors be left unattended in any space on the property. Only parents or legal guardians may stay in a room with minors.
8. Additional individuals or pets may not be entered into the program after the initial referral unless specifically approved by program staff.
9. Hotel/motel pet policy must be followed. If the hotel/motel allows pets, only one

pet is allowed per room. * Pets are the responsibility of the owner. Owners must clean up after their pet, and the pet may not cause any damage.

10. Participants may not enter other participants' rooms or access private/staff only areas of the facility.
11. Participants may not smoke in the room, use candles, or create any other fire hazards.
12. Participants may not remove, tamper with, or alter smoke detectors or the electrical outlets in the rooms. If the smoke detector or electrical outlets are malfunctioning or if the room needs maintenance, please contact the front desk or program staff.
13. Participants may bring one air fryer, one crockpot, and/or one rice cooker. Only one appliance should be used at a time. No other cooking appliances are permitted in the rooms (such as hot plates, deep fryers, toaster ovens, etc.)
14. Participants may receive meal/grocery delivery services. Delivery instructions shall be based on location per program staff.
15. Participants will meet with program staff/case management staff regularly (as determined by the service provider) to receive necessary resources and services to obtain transitional/permanent housing.
16. Participants must be making progress and meeting goals towards obtaining transitional or permanent housing.
17. Program participants must vacate their room and remove all belongings weekly to allow motel staff/program staff to clean the room, check the room for damages, and ensure compliance with the Program Participant Guidelines.
18. Program participants are allowed two suitcases (or storage containers) up to 3'x2'x1' per adult and one suitcase (or storage container) 3'x2'x1' per child for personal belongings. All personal belongings must be limited to the allowed number of suitcases or storage containers. If participants' personal belongings do not fit in the allowable number of suitcases or storage containers, then the participant must reduce their personal belongings to fit in the allowed number of suitcases or storage containers.
19. Participants may not leave their room vacant for more than 72 hours or three nights in a row unless authorized by program staff.
20. Participants must keep their rooms clean and are required to comply with the Room Cleaning Protocol. All trash shall be placed in proper trash receptacles and rooms shall be maintained with good housekeeping.

By participating in this program, I agree to work with the City of Sacramento, program staff (Step Up on Second Street), County of Sacramento, and any other referral agencies to enter my information into the Homeless Management Information System (HMIS) and connect me to support services.

By signing below, I agree to follow the above Program Participant Guidelines. I understand that failure to observe these guidelines may result in dismissal from the City Motel Shelter Program.

Name (Print): _____

Signature: _____

Date: _____

**Reasonable accommodation: Individuals in need of a reasonable accommodation due to a disability may request an accommodation from the program manager or another staff member.*

Attachment 3 to Exhibit A

City Motel Shelter Program

Room Cleaning Protocol

WEEKLY ROOM CLEANINGS AND INSPECTIONS

Motel Staff will clean motel rooms weekly. During weekly cleanings Program staff will inspect each room weekly for damage, cleanliness, and to ensure personal belongings are kept to the allowable amount. Program Staff will provide 24-hour notice before conducting weekly cleanings and inspections. Weekly cleanings and inspections may be done with or without the participant present. Any pets in the room must be secured in a crate or kennel or removed from the room by the room's resident on leash. Staff will knock on the door and if there is no response, will open the door for cleaning and inspection.

ROOM CHECKS

Support Partner staff, motel staff, and City staff may conduct periodic room checks between 9am-4pm with 2 hours of prior notification. This may be done with or without the participant present. Staff will knock on the door and if there is no response, will open the door for inspection.

Guest Name (print): _____

Guest Signature: _____

Date: _____

Staff Signature: _____

Staff Organization: _____

SACRAMENTO
Office of the City Clerk

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): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 12/17/2024 Contract Expiration Date (if applicable): 06/30/2029
 \$ Amount (Not to Exceed): \$ 27,053,240.85 Adjusted \$ Amount (+/-): _____
 Other Party: State of California Department of Housing Community Development
 Project Title: Homeless, Housing, Assistance, and Prevention Program Round 5 (HHAP-5)
 Project #: G02000990 Bid/RFQ/RFP #: _____
 City Council Approval: YES if YES, Council File ID#: 2024-01693

Contract Processing Contacts

Department: Economic Development Project Manager: Ya-yin Isle
 Contract Coordinator: Axel Magallanes Email: amagallanes@cityofsacramento.org

Department Review and Routing

Accounting:

(Signature) Crystal Harland (Date) _____
Crystal Harland (Dec 27, 2024 09:43 PST)

Supervisor:

(Signature) _____ (Date) _____

Division Manager:

(Signature) _____ (Date) _____

Other:

(Signature) AM (Date) _____
Axel Magallanes (Dec 19, 2024 10:29 PST)

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-----



2025-0004

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

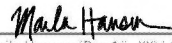
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Sacramento

CONTRACTOR BUSINESS ADDRESS 915 I Street	CITY Sacramento	STATE CA	ZIP 95814
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Michael Jasso	TITLE Assistant City Manager
---	---------------------------------

CONTRACTOR AUTHORIZED SIGNATURE  <small>Michael Jasso (Dec. 17, 2024 11:23 PST)</small>	DATE SIGNED Dec 17, 2024
---	-----------------------------

APPROVED AS TO FORM:


Maria Hansen (Dec. 16, 2024 11:29 PST)

ATTEST:


Karla 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 <i>Diana Malimon</i>		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

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

EXHIBIT A

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

EXHIBIT A

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

EXHIBIT A

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.

EXHIBIT A

- 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

EXHIBIT A

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.

EXHIBIT A

“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

EXHIBIT A

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.

EXHIBIT A

- 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

EXHIBIT A

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.

EXHIBIT A

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).

EXHIBIT A

- 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**

EXHIBIT B

- 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

EXHIBIT B

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.

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- 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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Prep Date: November 1, 2024

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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.

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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.

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- 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.

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- 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

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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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Mario Lara, Assistant City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

- Exhibit A Technical Specifications
- Exhibit B Payment
- Exhibit C Insurance
- Exhibit D General Conditions

CONTRACTOR:

Jibboom Hotels Inc. Dba Motel 6 Sacramento Old North

NAME OF FIRM

Federal I.D. No.

State I.D. No.

1041933
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: _____*)

Signature of Authorized Person

Mike Patel, Owner

Print Name and Title

Additional Signature (*if required*)

Print Name and Title