

**AGREEMENT BETWEEN CITY OF STOCKTON
AND
ST. MARY’S DINING ROOM

FOR SHELTER OPERATION SERVICES**

THIS AGREEMENT is entered into this September 1, 2023, between the City of Stockton, a municipal corporation (“City”), and St. Mary’s Dining Room, a California non-profit organization (“Subrecipient”).

RECITALS

On September 1, 2023, Subrecipient took over that certain Airspace Ground Sublease (the “Sublease”), originally between City and Stockton Shelter for the Homeless, a California non-profit organization, through that certain Assignment and Assumption Agreement, dated August 9, 2023. The term of the Sublease runs through December 31, 2027.

The Sublease is a sublease of property leased to City from the State of California, Department of Transportation, which is located under the Highway 4 and Interstate 5 interchange, and is more particularly described in the Sublease (the “Property”).

The prior sublessee conducted emergency shelter operations on the Property, which included structures to house and support a family shelter, men’s lodge, woman’s lodge, and veteran’s annex. Also on the Property is a partially-constructed navigation center, which, when completed, will provide additional shelter space and other supportive services. The Property, together with all of its structures and other improvements, comprise the “Premises.” Subrecipient desires to continue shelter operations on the Premises.

City desires to provide funding to Subrecipient in the amount of **\$5,380,000** which, in addition to funding provided by the County of San Joaquin, will provide no less than three years of operating costs for the Premises.

DEFINITIONS

In addition to those terms defined elsewhere in this Agreement:

“City Funds” means the **\$5,380,000** available from City to Subrecipient pursuant to this Agreement. The City Funds are comprised of: (i) **\$800,640** from City’s American Rescue Plan Act (“ARPA”) contingency fund, (ii) **\$760,000** from City’s allocation of Homeless Housing, Assistance and Prevention (“HHAP”) Round 1 funds, (iii) **\$1,899,412** from City’s allocation of HHAP Round 3 funds, and (iv) **\$1,919,948** from City’s general fund contingency.

“Homeless Management Information System” (HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information

System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

AGREEMENT

NOW THEREFORE, in recognition of the mutual consideration provided herein, City and Subrecipient hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Scope of Service.

A. Activities. Subrecipient shall provide services on the Premises pursuant to the Statement of Work (“**Exhibit A**”) (the “Services” or “Activities”) for the entire term.

B. HHAP Compliance. All of Subrecipient’s work performed under this Agreement must be an eligible use consistent with Health and Safety Code sections 50219(c)(1)-(8) and 50220.7(e)(1)-(9). Subrecipient shall comply with all laws governing the use of HHAP funds.

C. ARPA Compliance. Subrecipient shall comply with the ARPA Subaward Agreement, Special Funding Terms and Conditions, included at **Exhibit G**, wherein Subrecipient is the “Contractor.”

D. Budget. No later than six (6) months after the date first written above, Subrecipient shall submit to the City a proposed budget for operating the Premises for the remainder of the term of this Agreement, which the City may approve in its sole discretion. If not approved, Subrecipient shall modify its proposed budget and re-submit to the City until one is approved by the City (after approval, the “Project Budget”). Once approved, all use of City Funds must be consistent with the Project Budget. Changes to any budget line-item or category of the Project Budget which exceeds 5% of that line-item or category must be approved in writing by the City. Taking into account the complexity of the Services and timing of projects on the Premises (including timing of the completion of the navigation center), spending efficiencies may be realized in the Project Budget. If City Funds remain towards the end of the term of the Agreement, the parties may extend the term of the Agreement pursuant to Section 2 below.

2. Term. The term for Subrecipient’s provision of services under this Agreement shall begin on the date first written above and be for a term of three (3) years, provided that either party may sooner terminate this Agreement by giving the other party 150-days’ written notice. Notwithstanding the forgoing, if the Sublease is terminated, then this Agreement shall automatically terminate concurrently therewith. Upon termination of this Agreement, Subrecipient shall be entitled to compensation for all eligible expenses incurred up to the date of termination. The term may be extended by mutual written agreement of the parties.

3. Payment. It is expressly agreed and understood that the total amount available from City to Subrecipient for all Services under this Agreement shall be the City Funds. Even though the City Funds are available, Subrecipient shall only be entitled to draw that portion of the City Funds commensurate with eligible Services provided pursuant to this Agreement, and subject to the limitations discussed herein. City shall only make payments for those Services that comply with the terms and conditions of this Agreement and the Project Budget.

Payments shall be made on a reimbursement basis for actual costs incurred in providing the Services, without markup. Subrecipient shall submit a reimbursement requisition, in a format approved by the City, itemizing and detailing all costs incurred. Reimbursement requisitions shall be submitted to City on a quarterly basis, unless otherwise agreed to by the City. All costs listed on reimbursement requisitions shall be accompanied by copies of invoices, bills, receipts, and/or payroll records, as applicable (the "Supporting Documentation"). If adequate Supporting Documentation is provided to evidence eligible Services performed, to the reasonable satisfaction of the City, then payment shall be made to Subrecipient within 30 days from the date the reimbursement requisition is received by City or 30 days after adequate Supporting Documentation is provided, whichever is later.

For Services conducted during the first year of this Agreement, Subrecipient may only seek reimbursement from a maximum of 33% of the City Funds. If Subrecipient has received 33% of the City Funds in the first year of this Agreement, Subrecipient must continue to provide the Services throughout the first year without additional reimbursement.

For Services conducted during the second year of this Agreement, Subrecipient may only seek reimbursement from a maximum of 33% of the City Funds, without regard to what percent of City Funds were reimbursed in the first year. If Subrecipient has received 33% of the City Funds in the second year of this Agreement, Subrecipient must continue to provide the Services during the second year without additional reimbursement.

For Services conducted during the third year of this Agreement, Subrecipient may seek reimbursement from any remaining balance of the City Funds.

If Subrecipient has been paid the entire amount of the City Funds prior to the end of the term, Subrecipient must continue to provide the Services without additional reimbursement.

4. Advertisement and Web Presence. Subrecipient shall effectively advertise and promote its Services on its website and other web-based presence.

5. Purchase of Equipment. Purchase of items other than routine office supplies with City Funds must be pre-approved in writing by City. Any non-capitalizable equipment, furnishings, and personal property, such as computers, appliances, and other personal property purchased with City Funds shall remain with Subrecipient so long as this Agreement remains in full force and effect. Upon termination or expiration of this Agreement, title to each item which was purchased with City Funds at a cost of more than \$25 per item shall vest with City and be delivered to City.

6. **Special Travel.** Subrecipient agrees that City funds will not be used to pay for any costs for travel and accommodations beyond that which is necessary and customary in carrying out the day-to-day activities in providing the Services. Such appropriate travel by vehicle will be reimbursed at the standard mileage rate published by the Internal Revenue Service.

7. **Hold Harmless and Indemnity.** To the fullest extent permitted by law, Subrecipient shall hold harmless, defend, and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Subrecipient's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this agreement.

If the Subrecipient should subcontract any portion of the work to be performed under this agreement, the Subrecipient shall require each sub-contractor to indemnify, hold harmless and defend the City, its officers, officials, employees, and volunteers in accordance with the terms of the preceding paragraph.

8. **Insurance.** Subrecipient shall maintain insurance in compliance with **Exhibit B** for the entire term of this Agreement.

9. **Records.** City and its designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. Subrecipient shall provide City, or its designees, with any relevant information requested. Subrecipient agrees to give City or its designee access to its properties, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program and this Agreement.

Subrecipient shall retain all records described above in this section for a minimum of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

10. **Financial and Performance Reports.** Subrecipient shall submit to the City quarterly financial and performance reports on a form which shall be acceptable to City for the preceding period no later than October 15th (for July 1 through September 30), January 15th (for October 1 through December 31), April 15th (for January 1 through March 31), and July 15th (for April 1 through June 30).

Additionally, Subrecipient shall submit a final financial and performance report, on a form acceptable to City, (the “Final Report”) within 30 days of the expiration or termination of this Agreement.

Reports shall contain any information deemed appropriate or necessary by the City, including information required by **Exhibit A** to be included in the reports. Reports shall also include the following items listed at Health and Safety Code Section 50221(a):

- A. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
- B. The number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well the homeless population served.
- C. The types of housing assistance provided, broken out by the number of individuals.
- D. Outcome data for an individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

Subrecipient shall, at the request of City, timely supplement any report with information deemed appropriate or necessary by City.

Subrecipient shall, at the request of City, provide City with any information deemed appropriate or necessary by City to fulfill City’s reporting obligations to the California Homeless Coordinating and Financing Council and any other Federal or State government entity. Those obligations include compliance with Health and Safety Code Section 50222, which requires data collection on the individuals and families served, including demographic information.

Notwithstanding anything to the contrary contained herein, upon termination or expiration of the Agreement, Subrecipient must submit any remaining eligible claims for reimbursement on a final reimbursement requisition form with Supporting Documentation (the “Final Requisition Form”). The Final Requisition Form is due concurrently with the Final Report. City shall not reimburse Subrecipient for any Services not submitted to the City prior to, or on, the due date of the Final Requisition Form.

11. HHAP Special Terms and Conditions, Homeless Management Information Systems (HMIS).

Subrecipient shall:

- A. **The Subrecipient** must ensure that data on all persons served and all activities assisted under HHAP are entered into the applicable communitywide HMIS in the area in which those persons and activities are located, or with the express knowledge and written consent of the City, a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

B. **HMIS Agency Agreement.** The Subrecipient shall have an agreement in place with the HMIS lead agency to participate in the regionally established HMIS system. A copy of the Subrecipient agreement with the HMIS lead agency shall be delivered to the City. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the Subrecipient is using a comparable database shall be delivered to the City. The "HMIS lead agency" is Central Valley Low Income Housing Corporation ("CVLIHC"), which is located at 2431 W. March Lane, #350, Stockton, California 95207 (209-472-7200).

C. **HMIS Interagency Data Sharing Agreement.** The Subrecipient shall enter into an interagency Data Sharing Agreement with the HMIS Lead Agency where the Subrecipient agrees to share HMIS data with other ESG funded agencies regarding clients that are served in HHAP funded programs, unless prohibited by law. A copy of such agreement shall be delivered to the City.

D. **HMIS Data Input.** Subrecipient must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the Continuum of Care, HMIS. Participation includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly, quarterly and close-out reports. Subrecipient must input client data no more than forty-eight (48) hours after date of program entry. Services rendered to clients must be entered into HIMS within forty-eight (48) hours from date of services. All clients who exit the program must have updated status in HIMS within forty-eight (48) hours of actual exit date. Failure to meet the above Data Input requirements may constitute a violation of the terms and conditions of this AGREEMENT.

E. **Coordination with Continuum of Care.** Subrecipient must work with the Continuum of Care ("CoC") to ensure the screening, assessment, and referral of program participants are consistent with the City's written standards for providing assistance as described in its Consolidated Plan. The Subrecipient must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC in accordance with the requirements established by HUD. See 24 CFR § 576.400

F. **Other Requirements.** Subrecipient shall:

- i. Perform all work in accordance with Federal, State, and local housing and building codes, as applicable.
- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance and disability insurance in an amount that is reasonable to compensate any person who may be injured or damaged in the performance of the work or any part of it.

12. **Status of Subrecipient.** In the performance of all services to be performed by Subrecipient pursuant to this Agreement, it is expressly understood that Subrecipient is an independent contractor and shall not be considered to be an employee of City for any purpose.

13. Notices. Any notice or communication under this Agreement by either party to the other shall be sufficiently given if delivered by personal service or if dispatched by registered mail, postage prepaid, return receipt requested, and:

A. Notice or communication to Subrecipient is addressed as follows:

St. Mary's Dining Room
545 W. Sonora Street
Stockton, CA 95203
Attn: CEO

B. Notice or communication to City is addressed as follows:

City of Stockton Economic Development Department
425 North El Dorado Street, 3rd Floor
Stockton, California 95202
Attn: Director

14. Breach and Remedies. Breach of this Agreement includes, but is not limited to, the following events:

- A. Subrecipient's failure to comply with the terms of this Agreement.
- B. Use of, or permitting the use of, Funds provided under this Agreement for ineligible activities.
- C. Any failure to comply with deadlines in this Agreement.

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

- A. Immediately terminate this Agreement.
- B. Require the return of any unexpended City Funds provided to Subrecipient.
- C. Require repayment of City Funds already disbursed and expended under this Agreement in the event it is determined that ineligible uses were funded.
- D. Require the return or transfer of all funds and/or property derived from the use of City Funds including, but not limited to, recaptured funds and returned funds.
- E. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Services.

All remedies available to City are cumulative and not exclusive. City may give written notice to Subrecipient to cure the breach or violation within a period of not less than 15 days.

15. Waiver. City's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. Drug-Free Workplace Certification. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code section 8350 *et seq.*) (the “Act”) and have or will provide a drug-free workplace by taking the actions described in the Act.

17. Nondiscrimination.

A. During the performance of this Agreement, Subrecipient 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. Subrecipient shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Subrecipient 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 section 12900 *et seq.*); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, section 11000 *et seq.*); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5). Subrecipient shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Subrecipient agrees and assures City that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 *et seq.*, as amended, California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15 and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of distinctions based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender identity, age, medical condition, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal, state, or City financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. For the purposes of this Agreement, discrimination based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender identity, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner

or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender identity, age, medical condition, or physical or mental disability of the participants to be served. For the purposes of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504.

18. Inspections. City and its designees may inspect any work performed hereunder to ensure the work is being and has been performed in accordance with applicable laws and this Agreement. Subrecipient acknowledges that if, upon inspection, it is determined that any work is not in conformance with applicable requirements, City must withhold payment until work is corrected.

19. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto or document incorporated by reference, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement which is not contained herein shall be valid or binding. This Agreement shall not be modified or amended except by a written agreement, signed by the parties.

City may, in its discretion, amend this Agreement in writing to conform with Federal, State, or local laws, regulations, guidelines, or policies related to the use of the City Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Subrecipient.

22. Assignment. Neither this Agreement, nor any duties or obligations hereunder, shall be assignable by Subrecipient without the prior written consent of City at its sole discretion. In the event of an assignment by Subrecipient to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

23. Successors and Assigns. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

24. Attorney's Fees. If any action at law or inequity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees in addition to any other relief to which it may be entitled.

25. Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

26. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and such counterparts constitute one and the same instrument.

27. Incorporated Exhibits.

Exhibit A	Statement of Work
Exhibit B	Insurance Requirements
Exhibit G	ARPA Special Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ST. MARY'S DINING ROOM, a California
nonprofit corporation

BY: _____

ITS _____

ATTEST: CITY OF STOCKTON

CITY OF STOCKTON

ELIZA GARZA
CITY CLERK

BY: _____
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:
LORI M. ASUNCION
CITY ATTORNEY

BY: _____

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 Assume immediate shelter operations at the Family Shelter, Men's Lodge, Women's Lodge and Veteran's Annex (collectively referred to as the shelter buildings) by September 1, 2023.
- 1.2 Scale low-barrier shelter operations at the shelter buildings by December 2023.
- 1.3 Operate the Navigation Center by January 2024 or upon completion of Navigation Center project construction based on a low-barrier, Housing First model that focuses on assisting unsheltered households move to permanent housing,
- 1.4 Prioritize entrance into sheltering for vulnerable populations, including families, women, seniors, individuals with mobility impairments, and those with severe mental illness. Develop specialized sections of the shelter buildings for homeless sub-populations with special needs. Operate entire campus based on a low-barrier, Housing First model that focuses on assisting unsheltered households move to permanent housing across entire campus including the Family Shelter, Lodge, Veteran's Annex, Navigation Center, and Pathways by December 2024.
- 1.5 Provide the four elements of a shelter: food, hygiene, beds, and social services, using best practice approaches that meet or exceed grant compliance requirements.

2. Project Scope

- 2.1 Provision of low-barrier 24/7 shelter operations, including staffing for operations, security, and facility management in the following buildings:
 - 2.1.1 Family Shelter—up to 100 beds
 - 2.1.2 Men's Lodge and Women's Lodge—up to 200 beds
 - 2.1.3 Veterans Annex—up to 20 beds

- 2.2 Operation of low-barrier 24/7 Navigation Center, including staffing for operations, security, and facility management in the following building, once completed:
 - 2.2.1 Navigation Center—up to 150 beds
- 2.3 Operate a 24/7 Intake Center to conduct assessments and match clients to appropriate shelter services.
- 2.4 Provide case management services to guests, with a goal of at least 50% of guests engaging in services. If engagement is less than 50%, SMDR will assess reasons for hesitancy in participation, staff training needs, and programmatic barriers and then implement improvement strategies to increase participation. Note: Participation in services is not a requirement for shelter.
- 2.5 Connect guests to permanent housing placement opportunities by providing guests with on-site access to the community's coordinated entry process and by connecting guests to housing navigation services or other long-term placement options.
- 2.6 Connect guests to mainstream resources such as 2-1-1 community referral services, financial literacy, computer literacy, landlord mediations, legal services, SNAP benefits, health and behavioral health care, early childhood development and education, Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), Veteran Services and other resources, as needed.
- 2.7 Utilize data to determine shelter needs, the inflow at which people enter the system, and the permanent housing (both targeted and mainstream affordable) units available for creating pathways out of homelessness. Data should be collected and analyzed to ensure staff reflect the population of those seeking shelter, for disparities in who is receiving access to shelter within the community, and to monitor the proportionality of shelter access and housing success rates across racial, ethnicity, ability, gender identify, and sexual orientation differences. Data about shelter stays, exits, and outcomes should be used to inform program design and implement quality improvement measures.

Low-Barrier Access

SMDR shall be considered a "low-barrier" shelter campus and any entry screening, barriers, or conditions to access shall be defined in the Operations and Management Plan. Expectations placed on guests for initial entry should be minimal and narrowly focused on maintaining a safe environment for all,

transparent, and reasonable. Intake, screening, and assessment processes should reflect a Housing First orientation to helping everyone seeking assistance connect quickly with permanent housing. Programs can be developed within the campus which provide more strict behavior and participation requirements, as long as entry into the program is optional and other shelter beds are available for those who do not choose to participate.

For purposes of this SOW, the City will utilize and SMDR should follow, to the best of their ability and no later than December 2023, the definition of low-barrier provided by The National Alliance to End Homelessness and [AB 101](#) Article 12. Low Barrier Navigation Centers, section 65660, as defined below:

The National Alliance to End Homelessness which describes the definition of a low-barrier emergency shelter as:

- immediate and easy access to shelter by lowering barriers to entry
- staying open 24/7
- eliminate sobriety and income requirements and other policies that make it difficult to enter shelter, stay in shelter, or access housing and income opportunities

SMDR should continually assess barriers to entry and put forth best efforts to implement additional low-barrier best practices over time, such as those identified in and [AB 101](#) Article 12. Low Barrier Navigation Centers, section 65660 to include, but not limited to, the following:

- The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
- Pets
- The storage of possessions.
- Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

Additional best practices can include efforts to ensure predictable shelter access such as a reservation system that allows people to confirm whether they continue to need their shelter bed, and to arrange for late arrivals, if needed.

Housing First

SMDR shall adhere to a Housing First approach. Housing First is a homeless assistance approach that prioritizes permanent housing for people experiencing homelessness, thus ending their homelessness, and serving as a platform from which they can address the personal issues in their lives stopping them from acquiring and maintaining stable housing, such as chronic substance abuse or mental illness. This approach is guided by the belief that people need necessities like food and a safe place to live before attending to anything less critical, such as getting a job, budgeting properly, or accepting treatment for struggles with mental health and substance abuse. SMDR will assess individuals for which

housing type is appropriate for their needs. When a housing type with their required level of care is not available, as there is a tremendous scarcity of affordable permanent supportive housing units, or the client declines to utilize that housing type, alternative temporary placements may be made to best accommodate their needs.

The Housing First approach has been formally adopted as official policy at all levels of government, including the US Congress, the State of California Legislature, the San Joaquin County Board of Supervisors, and the Stockton City Council. Every funding program intended to serve those experiencing homelessness must by law adhere to a Housing First approach.

3. **Major Deliverables**

- 3.1 SMDR will create an **Operations and Management Plan** which must be approved by the City of Stockton Economic Development Director. SMDR's scope will include working with the City of Stockton to tailor the Operations and Management Plan to the planned operation of all shelter buildings. SMDR shall submit its policies and procedures to the City of Stockton for the entire campus shelter program including, but not limited to, all aspects of the shelter program services, staffing and management plans, staff responsibilities, scaling low-barrier shelter operations, how shelter program staff will work with clients to address barriers to housing using the principles of Housing First, guest admissions and discharge policies, behavior management policies, resident rights and responsibilities, privacy and confidentiality, use of data, complaints policy, building maintenance, and detailed security procedures and protocols. Non-discrimination and sexual harassment policies should be in place. Initial draft due November 1, 2023 and revised plan due December 30, 2023. Annual updates, including any revisions necessary to address requests by the City, County, or applicable government agency, due thereafter.
- 3.2 SMDR will create a five-year Financial Plan that describes anticipated revenues and expenditures. Initial draft due December 30, 2023 and revised draft due at the 6-month review. Annual updates due thereafter.
- 3.3 SMDR will create or update a **Safety Plan** to describe the process for identifying the physical and health hazards that could harm workers and guests, procedures to prevent accidents, and steps to take when accidents occur. The Safety Plan should address COVID protocols and other emergencies, such as providing separate space and adequate supervision for residents during emergencies (ex: tuberculosis outbreak). A Narcan policy must also be established and implemented. Initial draft due November 1, 2023 and revised final plan due December 30, 2023. Annual updates due thereafter.

- 3.4 SMDR will create or update a **Professional Development and Training Plan**. Staff trainings and plans should be developed and be able to demonstrate an approach to cultural competence that is informed by and reflects the community, the people seeking shelter, and the people experiencing homelessness. Policies and expectations of staff should reflect a commitment to promoting dignity and respect. SMDR shall create a Staff Professional Development and Training Plan to ensure effective shelter services. At a minimum, staff should be trained in trauma-informed care and de-escalation techniques to help residents understand and conform to shelter expectations. Staff should be oriented to the special needs of individuals who are homeless, experience mental health issues, substance abuse issues, or intimate partner/domestic violence issues. Staff should receive DEI and implicit bias training. Initial draft due November 1, 2023, and final draft due December 30, 2023.
- 3.5 SMDR will attend a Joint 6-Month Review. At the conclusion of the first 6-month evaluation period, the City of Stockton and SMDR will conduct a review of activities to determine necessary revisions to the SOW and/or agreement, including specific targets for SOW deliverables. The SOW, agreement, and budget will also be amended at this time to account for Pathways and a complete campus operations plan.
- 3.6 SMDR will submit an annual data informed report of accomplishments towards meeting SOW objectives and deliverables and set goals for the following year that address the project scope requirements.

4. **Tasks That Support the Deliverables**

- 4.1 SMDR is required to participate in the local Coordinated Entry System (CES) process and to attend any required CES trainings according to the standards set by the SJCoC Board of Directors. The SJCoC has adopted a “no wrong door” approach to coordinated entry, in which a homeless family or individual can present at any homeless housing and service provider in the geographic area but is assessed using the same tool and methodology so that referrals are consistently completed across the SJCoC. SMDR will provide subject matter expertise on an integrated technology solution to optimize CES to enable real-time referrals to emergency shelter.
- 4.2 SMDR is required to enter data in HMIS and to attend any required HMIS trainings according to the standards set by the HMIS lead Agency and the SJCoC Board of Directors.
- 4.3 SMDR shall be an active participant in the SJCoC General Membership Body and the SJCoC Shelter subcommittee. The Shelter Committee is responsible for enhancing the community’s and the

SJCoC's understanding of the operation, successes, and challenges of emergency shelter for the homeless within the SJCoC. As a member of the SJCoC Shelter committee, SMDR will contribute to the recommended policies and actions to the Board for adoption regarding emergency shelter, including but not limited to seasonal or weather-related capacity, priorities for shelter expansion, etc. It may also provide guidance to local service providers so that their operations meet SJCoC standards and guidance, San Joaquin Continuum of Care (CA-511), as well as standards established by funding sources such as Emergency Solutions Grants, Homeless Housing Assistance and Prevention, etc. Participation in additional committees or the Board is up to the discretion of SMDR.

- 4.4 SMDR will coordinate with other service providers from the County, local non-profit providers, hospitals/clinics, and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health services, crisis intervention and benefit navigation. Coordination will also be with the community to address issues that arise in nearby areas. Any agreements with partner agencies to address a broader range of health and safety needs of those who are homeless should be included in the Operations and Management Plan.
- 4.5 SMDR must demonstrate satisfactory progress towards becoming a certified community support provider and/ or maintaining their status as a certified community support provider under Health Plan of San Joaquin and Health Net, in order to support the long-term sustainability of case management and housing support program activities.
- 4.6 SMDR and the City shall collaborate to leverage and secure additional shelter operations funds, such as providing and/or collecting necessary data to demonstrate shelter operational needs and providing letters of support.
- 4.7 SMDR will participate in City hosted meetings to address departmental needs to better coordinate shelter referrals for City identified clients.
- 4.8 Cost efficiencies may be used in future years for identified capital improvements only if they lower barriers and increase privacy. Any capital expenses must have prior approval by the City, or they will not be reimbursed.

5. Internal and External Standards and Guidelines

- 5.1 SMDR will comply with all requirements associated with the HHAP and ARPA grant funds, found here:
https://bcsh.ca.gov/calich/hhap_program.html
<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>
- 5.2 SMDR will submit to the City quarterly financial and performance reports in a format to be agreed upon by the City that includes: 1) tracking of the specific uses and expenditures of program funds broken out by eligible uses; 2) progress towards Project Scope and deliverables; and 3) program data such as:
- Number of guests sheltered, shelter length of stay, and exits to permanent housing by race, ethnicity and other demographic variables
 - Number of guests receiving housing navigation services
 - Number of guests served through the social services department
 - Shelter utilization rates by shelter type and by season (Winter/Summer) each year
 - Number of trainings/certifications completed by staff.
- The City and SMDR will establish and update performance measures and targets at the 6-Month Review and annually thereafter. Progress toward meeting performance targets will be reviewed regularly (interval to be determined at 6-month review) and plans for improvement strategies will be discussed.
- 5.3 SMDR will provide access for the City of Stockton staff and officials to conduct an annual building and site inspection and will participate in an annual, in-person grant monitoring review. SMDR will be notified in advance of the visit and review.

6. **Key Personnel**

SMDR shall provide the City with information on existing staffing and management structure, including resumes and/or staff qualifications by September 30, 2023. SMDR will provide the City with an update to include key personnel staffing all shelter operations as well as supervisors and management at the six-month contract review. Updates to key personnel and staffing and management plans will be provided to the City thereafter during quarterly updates.

Project Scope and Deliverable Timeline

Objectives	Scope	Deliverables	Goals/Measures (exact tbd)	Timeline
1.1 Assume immediate shelter operations at the Family Shelter, Women's Lodge, Men's Lodge and Veteran's Annex by September 1, 2023.	<ul style="list-style-type: none"> Assume current shelter operations Reorganize bed assignments to prioritize the most vulnerable Utilize what is referred to as the "Veteran's Annex" for a "Support Unit" to segregate and protect high-need clients 	N/A	<ul style="list-style-type: none"> Increase security via gates, locks, and staffing 	Beginning September 1, 2023
1.2 Scale low-barrier shelter operations at the Family Shelter, Lodge, and Support Unit by December 2023, or upon completion of any necessary repairs.	<ul style="list-style-type: none"> Provision of low-barrier 24/7 shelter operations, including staffing for operations, security, and facility management in the following buildings Family Shelter – up to 100 beds Lodge – up to 200 beds Support Unit- up to 20 beds 	<ul style="list-style-type: none"> Operations and Management Plan Financial Plan Draft Safety Plan Professional Development and Training Plan 	<ul style="list-style-type: none"> Increase shelter bed access to 24 hours per day Number of persons sheltered/Shelter utilization rates by shelter type/ Decrease from baseline the shelter vacancy rate by season (Winter/Summer) each year. Decrease from baseline average length of shelter stay each year. Number of trainings/certifications completed by staff. 	By December 2023
1.3 Operate the Navigation	<ul style="list-style-type: none"> Operation of low-barrier 		<ul style="list-style-type: none"> Number of persons sheltered/Shelter 	By January 2023, or

Center based on a low-barrier, Housing First model that focuses on assisting unsheltered households move to permanent housing by January 2023, or upon completion of Navigation Center project construction.	24/7 Navigation Center, including staffing for operations, security, and facility management in the following building, once completed-up to 150 beds		utilization rates by shelter type/ Decrease from baseline the shelter vacancy rate by season (Winter/Summer) each year. <ul style="list-style-type: none"> Decrease from baseline average length of shelter stay each year. 	upon completion of Navigation Center project construction
1.4 Operate entire campus based on a low-barrier, Housing First model that focuses on assisting unsheltered households move to permanent housing across entire campus including the Family Shelter, Lodge, Support Unit, Navigation Center, and Pathways by December 2024, or upon completion of Pathways	Operate a 24/7 Intake Center to conduct assessments and match clients to appropriate shelter services.	<ul style="list-style-type: none"> Operations and Management Plan-revised Safety Plan-revised <p>Update Operations and Management and Safety Plans to account for the most effective use of the entire campus.</p>	<ul style="list-style-type: none"> Number of persons sheltered/Shelter utilization rates by shelter type/ Decrease from baseline the shelter vacancy rate by season (Winter/Summer) each year. Decrease from baseline average length of shelter stay each year. 	By December 2024, or upon completion of Pathways project construction

project construction.				
1.5 Provide the four elements of a shelter: food, hygiene, beds, and social services, using best practice approaches that meet or exceed grant compliance requirements .	<ul style="list-style-type: none"> • Provide case management services to guests. • Connect guests to permanent housing opportunities . • Connect guests to mainstream resources. 		<ul style="list-style-type: none"> • At least 50% of guests receiving services from the Social Service department. • Decrease initial incidence of bed bugs and lice. • Number of guests receiving housing navigation services • Number of guests served through the social services department. • Number of guests placed in permanent housing/Increase the number of people placed in permanent housing each year. • Number of trainings/certifications completed by staff. 	Beginning September 1, 2023
1.6 Utilize data to inform the shelter and campus operational needs.	<ul style="list-style-type: none"> • Utilize data to determine shelter needs, the inflow at which people enter the system, and the permanent housing (both targeted and mainstream affordable) units available for creating pathways out. 	<ul style="list-style-type: none"> • Attend a Joint 6-Month Review • Submit an annual data informed report of accomplishments towards meeting SOW objectives and deliverables 	<ul style="list-style-type: none"> • Number of guests sheltered, shelter length of stay, and exits to permanent housing by race, ethnicity and other demographic variables 	Beginning September 1, 2023

EXHIBIT B
INSURANCE

(RESERVED FOR CITY'S INSURANCE PROVISIONS APPROVED BY RISK)

Exhibit G
SUBAWARD AGREEMENT
Special Funding Terms and Conditions

The City of Stockton has entered into this agreement using funds governed by the American Rescue Plan Act, distributed by the U.S. Department of the Treasury ("Treasury"). The funding available is governed under sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021 ("ARPA"). The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (the "SLFRF statute") for eligible recipients to address the economic and health consequences of the pandemic. Under ARPA, the SLFRF statute is to be used for payments for specified uses to certain non-entitlement units of local government. In consideration of the mutual promises contained in this AGREEMENT to carry out the purposes of the subaward on behalf of the City, the CITY and CONTRACTOR agree as follows:

1. **SURVIVAL OF PROMISES.** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the AGREEMENT expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.
2. **SEPARATE ACCOUNTING.** The CONTRACTOR will establish a separate account for all funds specified in this AGREEMENT and will use the funds to purchase necessary supplies, defray travel, and will employ the necessary personnel to perform the Work specified in this AGREEMENT. The CONTRACTOR shall also establish and maintain, if applicable, such accounting and documentation of matching expenditures of the CONTRACTOR to satisfy the requirements of the PROJECT.
3. **AUDIT.** The CITY, and any other appropriate government agency authorized by law, or their duly authorized representatives shall, until five (5) years after final payment under this AGREEMENT, have access to any of the CONTRACTOR's records related to this AGREEMENT, at the CONTRACTOR's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this AGREEMENT, or c) costs and expenses of this AGREEMENT to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
4. **AUTHORIZED USE OF FUNDS.** The CONTRACTOR shall use or expend the funds provided by this AGREEMENT only for the purposes for which they were appropriated. Further, the funds provided by the CITY shall be used by the CONTRACTOR only for the purpose and activities specified in the AGREEMENT, including associated attachments and exhibits which is attached hereto and incorporated herein by reference as if fully set forth here.
5. **COMPLIANCE WITH COST PRINCIPLES AND RELATED REGULATIONS.** The CONTRACTOR will not be reimbursed for expenditures under this AGREEMENT that do not comply with the ARPA and Related Regulations that are incorporated.
6. **PUBLICATIONS.** The CONTRACTOR shall be free to publish results of the Work provided that the terms of the PROJECT are met and the review copies of materials intended for publication are submitted to the CITY's PROJECT Director at least 45 days prior to publication.
7. **CONFIDENTIAL INFORMATION.** CONTRACTOR acknowledges that it may be necessary for CITY to disclose certain confidential and proprietary information to CONTRACTOR in order for CONTRACTOR to perform duties under this AGREEMENT. CONTRACTOR acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information may irreparably harm the CITY. Accordingly, CONTRACTOR will not disclose or use, either during or after the term of this AGREEMENT, any proprietary or confidential information of the CITY without the CITY's prior written permission.

8. DELAYS. CONTRACTOR shall notify the CITY promptly of any expected delay in performance of services. However, CONTRACTOR shall not be liable for delays in performance beyond reasonable control.
9. ARPA GUIDELINES – CONTRACTOR AS SUBRECIPIENT

CONTRACTOR is classified as a Subrecipient under ARPA, which is an entity that receives a subaward from the CITY to carry out a program on behalf of the CITY using SLFRF funds. As a beneficiary of SLFRF funds from the CITY, CONTRACTOR must comply with the ARPA guidelines in order to be eligible for a grant. The guidelines, titled *Compliance and Reporting Guidelines: State and Local Fiscal Recovery Funds*, as amended by Treasury (the “Guidelines”), are incorporated into this AGREEMENT by reference. The Guidelines can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>. In ensuring compliance with these Guidelines, CONTRACTOR serves as a first line of defense against fraud, waste, and abuse of federal money.

As further described in the Guidelines, CONTRACTOR will generally be subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards, 2 CFR Part 200. This includes, but is not limited to,

- A. The implementation of internal controls and effective monitoring to ensure compliance with 2 CFR Part 200, including generally identifying direct and indirect costs and treating each cost consistently in like circumstances.
- B. Ensuring that procurements using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR § 200.317 through 2 CFR § 200.327, as applicable.
- C. If CONTRACTOR expends more than \$750,000 in Federal awards during its fiscal year, submitting to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

The CITY may request detailed expenditure information from CONTRACTOR in order for CITY to comply with its own reporting obligations. CONTRACTOR will be required to promptly provide any requested information to the CITY, even after the award term has expired. Among other things, the CITY may require information about the structure and objectives of the PROGRAM and information about how many individuals have been served by CONTRACTOR.

Exhibit G
APPENDIX II
CONTRACT PROVISIONS UNDER FEDERAL AWARD

FEDERAL FUNDS

Federal regulations (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II) require the City to include certain contract clauses in this agreement.

The US Department of Homeland Security (DHS) – Federal Emergency Management Agency (FEMA) recommends other certain contract clauses be included.

Based on the table below, any clause identified with a check mark (✓) next to it is hereby incorporated into this contract agreement. The full language of each clause can be found in this EXHIBIT G.

CONTRACT TYPES

1. Construction Contracts
 - 1.1 Equal Employment Opportunity
 - 1.2 Davis Bacon Act
 - 1.3 Copeland “Anti-Kickback” Act
2. All Contracts
 - 2.1 Contract Work Hours and Safety Standards Act
 - 2.2 Clean Air Act and Federal Water Pollution Control Act
 - 2.3 Debarment and Suspension
 - 2.4 Byrd Anti-Lobbying Amendment
 - 2.5 Procurement of Recovered Materials
 - 2.6 Access to Records
 - 2.7 DHS Seal, Logo, and Flags
 - 2.8 Compliance with Federal Law, Regulations and Executive Orders
 - 2.9 No Obligation by Federal Government
 - 2.10 Program Fraud and False or Fraudulent Statements or Related Acts

Check (✓) Applicable Clauses	
Construction	
1.1	<input type="checkbox"/>
1.2	<input type="checkbox"/>
1.3	<input type="checkbox"/>
Check (✓) Applicable Clauses	
All Contracts	
2.1	<input type="checkbox"/>
2.2	<input type="checkbox"/>
2.3	✓
2.4	✓
2.5	✓
2.6	✓
2.7	✓
2.8	✓
2.9	✓
2.10	✓

**Checked provisions are hereby incorporated into the
contract agreement.**

**Following are the FEMA requirement or recommendation
clauses listed above for contract incorporation.**

1.1 Equal Employment Opportunity
Requirement for construction work

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.2 Compliance with Davis-Bacon Act ***Requirement for construction work***

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

1.3 Compliance with the Copeland "Anti-Kickback" Act ***Requirement for construction work > \$2k***

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.1 Compliance with Contract Work Hours and Safety Standards Act
Requirement for contracts > \$100k plus mechanics & laborers

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

2.2 Clean Air Act and the Federal Water Pollution Control Act
Requirement for contracts > \$150k

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City of Stockton and understands and agrees that the City of Stockton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Stockton and understands and agrees that the City of Stockton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.3 Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Stockton. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification found at APPENDIX A, 44 C.F.R. PART 18:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date:

2.5 Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2.6 Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of Stockton City Manager, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Stockton and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.7 DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

2.8 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.9 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.10 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.