

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 16 of the Statutes of 2019) as amended by Section 16 of Chapter 363 of the Statutes of 2019 (the "Statute"), the Department of Housing and Community Development (the "Department") shall allocate the designated funding to the specified nonprofit, city, county, or nonprofit and city or county, or other entity, as enumerated in the Statute. This Agreement is entered into under the authority of, and in furtherance of the purposes of, the Statute.

In accordance with the authority cited above, _____ (the "Contractor") has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the Statute and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes and further subject to the State laws and requirements governing State contracts.

In accordance with the authority cited above, the Department shall distribute \$ _____ to the _____.

2. Scope of Work

Contractor shall use \$ _____, the full amount of this funding, to provide shelter, food, and basic veterinary services for pets owned by individuals experiencing homelessness, along with staffing and liability insurance related to providing those services.

3. Monitoring

Contractor shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of three years.

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4. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213 (the "Effective Date").
- B. This Agreement shall terminate three (3) years after the Effective Date as stated in STD 213, paragraph 2 (the "Expiration Date").
- C. Grant expenses must be incurred from the Award Date until the date, which is June 30, 2022, as the "Expenditure Deadline".
- D. Any expenses incurred after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

The Budget Act of 2019 as amended by Section 16 of Chapter 363 of the Statutes of 2019 SEC. 16. Item 2240-103-0001 of Section 2.00 of the Budget Act of 2019 is amended to read:

2240-103-0001—For local assistance, Department of Housing and Community Development: \$25,700,000

2. Schedule

A. 1665-Financial Assistance Program: \$25,700,000

Of the amount appropriated in this item, \$5,000,000 is available for the purpose of providing shelter, food, and basic veterinarian services for the pets of individuals in homeless shelters. Funding shall be allocated in a manner to be determined by the department.

Upon order of the Department of Finance, up to 5 percent of the funds made available pursuant to this provision may be transferred to Schedule (2) of Item 2240-001-0001 for the administration of this funding.

The Department of Housing and Community Development may implement the activities described in this provision though the issuance of forms, guidelines, and one or more notices of funding availability or requests for proposals, as the department deems necessary. Any forms, guidelines, and notices of funding availability adopted pursuant to this provision are exempt from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

3. Conditions of Disbursement

Prior to receiving any grant funds, the Contractor shall submit the following for the Department's approval:

- A. Resolution from the governing board;
- B. Payee Data Record (Std. 204) or Government TIN Form, as applicable; and,

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- C. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.

4. Performance

Contractor shall expend funds by June 30, 2022 and observe all other performance requirements as specified herein.

5. Fiscal Administration

- A. Contractor must demonstrate after the disbursement request, using the forms provided by HCD, that the grant funds previously disbursed have been expended by Contractor pursuant to the terms of this Agreement.
- B. A separate checking account for the grant funds is not required. However, the Contractor shall deposit grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of grant funds shall be used for eligible Program activities and accounted for in Contractor's annual expenditure report.
- C. Any grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development, shall include this Agreement number, and shall be mailed to the Department at the address below, no later than 30 (thirty) calendar days after the Expenditure Deadline:

Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor 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 contractor, 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.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

This exhibit is being provided for informational purposes to provide the applicant the ability for internal review prior to receipt of their std. agreement for execution.

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D

PAS PROGRAM GENERAL TERMS AND CONDITIONS

1. Strict Compliance

Contractor will strictly comply with the terms, conditions and requirements of the Statute, the Notice of Funding Availability (the "NOFA"), and this Agreement.

2. NOFA Incorporated Herein

The terms of the NOFA dated December 31, 2019, and any amendments thereto, are hereby incorporated into this agreement.

3. Contractor's Application for Funds

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor 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 Contractor'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 the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

4. Eligible Activities

Grant funds awarded to the Contractor and expended by the Contractor shall be used for the eligible activities set forth in Exhibit A, as required by the Statute, and the NOFA.

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5. Reporting/Audits

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit biannual report to the Department as follows:
- 1) If applicable, no later than one hundred and eighty (180) days after the Expiration Date, the applicant shall submit an independent audit of the entity funded prepared by a certified public accountant and in accordance with the Department's current audit requirements and all other applicable requirements, as stated by law or included in the NOFA. The cost of an audit in compliance with this provision is an eligible expense under the terms of the grant, only for that portion of the audit costs related to the PAS Program.
 - 2) If applicable, no later than one hundred and eighty (180) days after the Standard Agreement expires; the applicant shall submit the data as required by the Department to measure the costs and outcomes for each of the beds assisted pursuant to the Program. The Contractor shall work with service providers or other sub-recipients to gather any applicable data.
 - 3) The Contractor shall report on the sources of participant referrals to the shelter and submit both client data and performance outcome data to the Department. Performance outcome data shall include, but is not limited to, number of participants provided shelter, number assisted by the program, reason for exit, and satisfaction as measured in a survey, length of stay, and locating permanent housing.
- B. The Department reserves the right to monitor the expenditures and activities of the Contractor, at the Department's discretion, to ensure compliance with Program requirements.
- C. Audits shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.

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- 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
- 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

6. Retention and Inspection of Records

- A. Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
- B. Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the Statute, the NOFA, and this Agreement.
- C. Contractor further agrees to retain all records for a period of five (5) years after the end of the term of this Agreement:
 - 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started 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.

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- 2) Contractor also agrees to include in any contract that it enters into for the expenditure of Grant funds in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the Department shall determine the reimbursement method for the amount disallowed.
- E. Contractor shall retain all books and records relevant to this Agreement for a minimum of five (5) years after the Expiration Date. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

7. **Breach and Remedies**

- A. The following shall each constitute a breach of this Agreement:
 - 1) Contractor's failure to comply with the terms of this Agreement, the Statute, or the NOFA.
 - 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement, including, but not limited to, failure to return unused funds on or before June 30, 2022.
 - 4) Failure to report measurable outcomes as required by this Agreement and the NOFA.

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- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
- 1) Bar the Contractor from applying for other grant funding issued by the Department for a period of three (3) years, at the Department's discretion;
 - 2) Revoke any other existing Program award(s) to the Contractor;
 - 3) Require the return of any unexpended Program funds disbursed under this Agreement;
 - 4) Require repayment of Program funds disbursed and expended under this agreement;
 - 5) Require the immediate return to the Department of all funds derived from the use of Program funds including, but not limited to recaptured funds and returned funds; and,
 - 6) Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the Department are cumulative and not exclusive and shall survive the expiration date of the contract.
- D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than fifteen (15) days.

8. Termination

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the Statute, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.

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- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, 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 the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

9. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

10. **Special Conditions-Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. Failure to comply with these conditions may result in cancellation of this Agreement.

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

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, and any other Grant activity.

12. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

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- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

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EXHIBIT E
SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. None.

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