

FUNDING AGREEMENT #9239
Operating Subsidies Funding

THIS FUNDING AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Tahoe Coalition for the Homeless, a California non-profit benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1137 Emerald Bay Road, South Lake Tahoe, California 96150 and whose mailing address is Post Office Box 13514, South Lake Tahoe, California, 96151 (hereinafter referred to as "Grantee");

RECITALS

WHEREAS, the El Dorado Opportunity Knocks (EDOK) Continuum of Care (CoC), has designated the County's Health and Human Services Agency (HHSA) to serve as its Administrative Entity (AE) to coordinate grant allocations;

WHEREAS, EDOK CoC is a local planning body of representative stakeholders in El Dorado County and a recipient of CoC designated state and federal funding for homelessness prevention in El Dorado County, including Homeless Housing, Assistance and Prevention (HHAP) Round 1 Grant program funds;

WHEREAS, HHAP Round 1 has an expenditure deadline of June 30, 2025;

WHEREAS, EDOK CoC has identified needs that fall within the scope of the HHAP Round 1 funding, and EDOK CoC Board has approved the use of those funds in the amount of \$113,442.75 be allocated to Operating Subsidies (OS) in affordable or supportive housing units, emergency shelters, and navigation centers;

WHEREAS, Grantee has been identified and approved by the EDOK CoC to receive HHAP Round 1 funding to support necessary rehabilitation of their Permanent Housing with Services properties located in South Lake Tahoe to continue providing safe and compliant housing to their residents;

WHEREAS, County has determined that the provision of such services provided by Grantee are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the applicant's stated purpose;

WHEREAS, Grantee has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I, Use of Funds and Payment; that it is an independent and bona fide business which operates, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently

established business that provides similar services to others; and County relies upon those representations;

NOW, THEREFORE, County and Grantee mutually agree as follows:

ARTICLE I

- A. **Use of Funds and Payment:** Grantee agrees to furnish all personnel, equipment, vehicles, tools, and materials necessary to rehabilitate Grantee-owned properties located at 1137 Emerald Bay Road and 2215 Lake Tahoe Blvd, South Lake Tahoe, CA 96150.

In 2020, Grantee was awarded funding from California Department of Housing and Community Development's Project Homekey grant to purchase three (3) motels in South Lake Tahoe to convert to Permanent Housing with Services for persons experiencing homelessness or at-risk of homelessness. These properties have all undergone some renovation, but the Project Homekey funding does not provide any on-going assistance or operating subsidies for the properties. California Advancing and Innovating Medi-Cal (CalAIM) Community Supports helps fund the Supportive Services that Grantee provides to clients residing in these properties.

Properties at these locations will undergo upgrades to their heating, ventilation, and air conditioning (HVAC) units to stay in compliance with local building codes and ordinances and improve energy efficiency. Funding provided under this Agreement will be used to replace approximately twenty (20) individual HVAC systems. Any remaining funds will be placed in Operating Reserves to cover future expenses eligible under HHAP Round 1.

- B. **Payment:** County agrees to pay Grantee up to a maximum amount of \$113,442.75 following final execution of this Agreement and within forty-five (45) days of receipt and approval of an original invoice(s) on Grantee's letterhead or request for distribution of funds referencing this Agreement #9239 and FY 2024/25 EDOK CoC HHAP 1 Operations Funding. Of this maximum amount, it is estimated that approximately \$80,000 shall go towards the purchase and installation of 20 HVAC systems, with the remainder of the funds available for OS.

Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Grantee may direct per the Article titled "Notice to Parties."

Mail Invoices/Remittance to:
El Dorado County Health and Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667
Or email to (preferred method): CSinvoice@edcgov.us <u>Subject line should include Agreement #9239 FY 24/25</u> <u>EDOK CoC HHAP1 Operations Funding</u>

Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

A. **Reporting Requirements:** Grantee shall be responsible to provide semi-annual financial reports to the County Contract Administrator, with a copy to homelessness.grants@edcgov.us. Reports shall include detailed description of use of program funds in alignment with Eligible Use of HHAP Round 1, in accordance with California Health and Safety Code Section 50219. Reports shall be submitted semi-annually until funds are fully expended, at which time a Final Financial Report will be submitted showing all expenditures. Upon receipt and review by County Contract Administrator, the reports will be presented to the EDOK CoC.

In the event that Grantee fails to deliver, in the format specified, the deliverables and reports required by this Agreement, County at its sole option may proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE II

Term: This Funding Agreement shall become effective when fully executed by the parties hereto and shall expire on April 30, 2027, or when funds have been fully expended, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article titled, "Default, Termination, and Cancellation," or the Article titled, "Fiscal Considerations."

In the event that funds have not been fully expended prior to termination date, the parties have the option to extend the term for three (3) additional one (1) year terms after the initial expiration date through April 30, 2030, with the same terms and conditions contemplated in ARTICLE, Use of Funds and Payment, or as amended. The option to renew shall be subject to County Contract Administrator and HHSA Director approval, based upon the Grantee meeting the minimum requirements of the Agreement during the initial term, budget availability, and if recommended by EDOK CoC Board. Upon approval by the County Contract Administrator and HHSA Director, Grantee will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

ARTICLE III

Grantee to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Grantee, and Grantee may perform similar work or services for others. However, Grantee shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Grantee's responsibilities or hinder Grantee's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Grantee is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Grantee exclusively assumes responsibility for acts of its employees, agents, affiliates, and

subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Grantee. Those persons will be entirely and exclusively under the direction, supervision, and control of Grantee.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Grantee performs the work or services for accomplishing the results.

Grantee, including any subcontractors or employees of Grantee, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Grantee shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Grantee. Grantee shall not be subject to the work schedules or vacation periods that apply to County employees.

Grantee shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Grantee provides for its employees.

Grantee acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Grantee shall not make any agreements or representations on the County's behalf.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

ARTICLE VII

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Audit by California State Auditor: Grantee acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE X

Taxes: Grantee certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Grantee to County. Grantee agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XI

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Grantee advance written notice of such termination, allowing Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County HHSA and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Grantee shall be addressed as follows:

TAHOE COALITION FOR THE HOMELESS
P.O. Box 13514
South Lake Tahoe, CA 96151
ATTN: Kimberly Peterson
Kimberly@tahoehomeless.org

or to such other location or email as the Grantee directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Grantee shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that

- may thereafter become due to Grantee, the excess costs to procure from an alternate source.
2. County shall pay Grantee the sum due to Grantee under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Grantee under this Agreement and the balance, if any, shall be paid to Grantee upon demand.
 3. County may require Grantee to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Grantee in this Agreement proves to have been false or misleading in any respect.
 3. Grantee fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of Article titled, "Conflict of Interest".
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Grantee.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Grantee ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Grantee, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Grantee shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Grantee shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Grantee maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Grantee in the performance of the Agreement.
- D. In the event Grantee is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Grantee shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Grantee agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Grantee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVII

Nondiscrimination

- A. County may require Grantee's services on projects involving funding from various state and/or federal agencies, and as a consequence, Grantee shall comply with all applicable nondiscrimination statutes and regulations during the performance of this agreement including but not limited to the following: Grantee and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Grantee shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Grantee and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Grantee shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Grantee's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
- D. Grantee shall comply with Exhibit A, "Grantee Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Grantee shall acknowledge compliance by signing and returning Exhibit A upon request by County.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Grantee and performing work for County and who are considered to be a Grantee within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Grantee covenants that during the term of this Agreement neither it, or any officer or employee of the Grantee, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Grantee becomes aware of a conflict of interest related to this Agreement, Grantee shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit B, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof.

ARTICLE XIX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and

to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXVI

Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

ARTICLE XXVII

Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Jennifer Rogers, Deputy Director, Community Services Division, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Grantee with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXIX

Special Terms and Conditions:

Grantee, by signing this Agreement, becomes a sub recipient of funds via HHAP Round 1 Funding Agreement #20-HHAP-00023 between the California Business, Consumer Services, and Housing Agency (BCSH) and County HHSA, available at <https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources>. As such, Grantee agrees to adhere to all applicable terms and conditions.

The use of headings or titles throughout this article is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement",

"Grantee" and "Subgrantee" respectively. The terms "California Business, Consumer Services, and Housing Agency" and "BCSH" shall have the same meaning and refer to the California State agency.


ARTICLE XXX

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXXI


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Jennifer Rogers
Deputy Director, Community Services Division
Health and Human Services Agency

Dated: 12/20/2024

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 01/02/2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- TAHOE COALITION FOR THE HOMELESS --

By:  Dated: 01/02/2025
[Kimberly Peterson \(Jan 2, 2025 10:24 PST\)](#)
Kimberly Peterson
Executive Director
"Grantee"

Tahoe Coalition for the Homeless
Exhibit A

Grantee Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

HEREBY AGREES 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; the Food Stamp Act of 1977, 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 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and GRANTEE HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Grantee agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.


THIS ASSURANCE is binding on the Grantee directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

01/02/2025

Date

PO Box 13514, South Lake Tahoe,

Address of Grantee


Kimberly Peterson (Jan 2, 2025 10:24 PST)

Grantee Signature

**Tahoe Coalition for the Homeless
Exhibit B
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Grantee's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES ☒ _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES ☒ _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.


Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/02/2025

Date

Tahoe Coalition for the Homeless

Type or write name of company


Kimberly Peterson (Jan 2, 2025 10:24 PST)

Signature of authorized individual

Kimberly Peterson

Type or write name of authorized individual