

**AGREEMENT BETWEEN COUNTY OF LAKE - LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND KELSEYVILLE UNITED METHODIST CHURCH AS THE FISCAL AGENT
FOR THE HOPE HARBOR WARMING CENTER PROJECT
FOR FISCAL YEAR 2019-20**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County”, and Kelseyville United Methodist Church, hereinafter referred to as “Contractor”, collectively referred to as the “parties”.

- 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Kelseyville United Methodist Church shall provide the services described in **Exhibit A**, titled, “**Authority, Purpose and Scope of Work**”, attached hereto and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C**, the Agreement shall prevail.
- 2. TERM.** This Agreement shall commence on **April 1, 2020, and shall terminate on June 30, 2020, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
- 3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, attached hereto. **Compensation to Contractor shall not exceed Seventy Nine Thousand Five Hundred Eleven Dollars and Seventy Four Cents (\$79,511.74).** The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled, “**Budget Detail and Fiscal Provisions,**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.
- 4. TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

- 5. MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Administrator.

6. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake
Lake County Behavioral Health Services

Kelseyville United Methodist
Church

PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Todd Metcalf
Behavioral Health Administrator

PO Box 446
Kelseyville, CA 95451
Attn: Claudia Listman
Pastor

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Authority, Purpose and Scope of Work
Exhibit B – Budget Detail and Fiscal Provisions
Exhibit C – General Terms and Conditions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, and Exhibit C** entitled “**General Terms and Conditions**”, attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire Agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

/

/

/

/

/

/

/

/

/

/

/

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

KELSEYVILLE UNITED METHODIST
CHURCH

CHAIR, BOARD OF SUPERVISORS

Date: _____

Claudia Listman
Pastor

Date: _____

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By: _____

Date: _____

By: _____

Date: _____

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

EXHIBIT A – AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

Pursuant to the provisions of Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001 described in the March 18, 2020 letter from the Department of Finance to the Joint Legislative Budget Committee, the Homeless Coordinating and Financing Council (“HCFC”), which exists within the Business, Consumer Services and Housing Agency (“BCSH” or “Agency”), shall allocate a total of \$100,000,000.00 to Continuums of Care, Large Cities (population of 300,000+) and Counties, divided proportionally based on the allocations they are eligible to receive through the Homeless Housing, Assistance, and Prevention program (“HHAP”). This Agreement is entered into under the authority of, and in furtherance of the purposes of, the Budget Act of 2019.

2. Purpose

The purpose of this grant funding is to provide support to Continuums of Care, Large Cities, and Counties to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak. In accordance with the authority cited above, the HCFC shall distribute \$79,511.74 to the CA-529.

3. Scope of Work

The CA-529 shall use \$79,511.74 to invest in COVID-19 prevention and containment efforts for temporary shelters, including, but not limited to, medically-indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. The intent of these investments is to allow for proper social distancing and isolation to reduce the spread of COVID-19 among the homeless population. CA-529 has chosen Contractor to utilize these funds to accomplish the purpose and scope of work.

4. 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 HCFC, Agency, and CA-529 for a period of three years.

a) Annual Report Deadlines

The CA-529 shall submit an expenditure report to Agency on a form and method provided by Agency, by July 1, 2020 and January 1, 2021. If the CA-529 fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.

b) Reporting Requirements

Contractor shall maintain an expenditure report which shall contain detailed information including the following:

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by uses listed below, including the current status of those funds:

a) Diversion

Kelseyville United Methodist Church FY 19-20

- b) Prevention
 - c) Shelter
 - d) Services and infection control
 - e) Other
2. Any additional information that Agency requests.

In addition to the reports, Agency may require supplemental reporting with written notice to the CA-529 who will in turn contact Contractor.

5. Expenditure Deadline

Pursuant to Assembly Bill 74, Statutes of 2019, Chapter 23 (Budget Act of 2019) SEC. 1.80, funds shall be encumbered by June 30, 2020.

[illegible]

EXHIBIT B – BUDGET DETAIL AND FISCAL PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed **\$79,511.74**.

2. General Conditions for Disbursement

General Requirements – All grantees must submit the following forms prior to funds being released:

- a) Request for Funds Form (RFF),
- b) Signed and dated PDF of the STD. 213

3. SB-89 Budget Act of 2019

SEC. 36.00. Notwithstanding any other law, \$500,000,000 is hereby appropriated from the General Fund to any item for any purpose related to the March 4, 2020 proclamation of a state of emergency upon order of the Director of Finance. Funds appropriated in this section may not be expended prior to 72 hours after the Director of Finance notifies the Joint Legislative Budget Committee in writing of the purposes of the planned expenditure. The chairperson of the Joint Legislative Budget Committee or the chairperson's designee may shorten the 72-hour period by written notification. The amount of the appropriation in this section may be increased in increments of \$50,000,000 no sooner than 72 hours after the Director of Finance notifies the Joint Legislative Budget Committee of the need for the increase. The chairperson of the Joint Legislative Budget Committee or the chairperson's designee may shorten the 72-hour period by written notification. The total appropriation under this section shall not exceed \$1,000,000,000.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

EXHIBIT C – GENERAL TERMS AND CONDITIONS

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.

The Government Code Chapter on Antitrust claims contains the following definitions:

- a. "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.
- b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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.

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.

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:

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.)

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.)

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).)

/