

**AGREEMENT BETWEEN  
COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AND PARK AND CENTRAL LLC DBA FLIGHT DESIGN CO  
FOR COMMUNITY SYSTEM OF CARE MAPPING PROJECT  
JULY 19, 2024 THROUGH JUNE 30, 2025**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ("County") and **PARK AND CENTRAL LLC DBA FLIGHT DESIGN CO**, ("Consultant"), a Limited Liability Company, as of July 19, 2024, or the execution of the Agreement by both parties ("the Effective Date").

**INTRODUCTION**

WHEREAS, County, as the administrative entity and on behalf of Community System of Care (CSOC), has the need for data mapping of the County's homeless services; and

WHEREAS, Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, which is hereby incorporated by reference and made a part hereof.

1.1 Any interest, including copyright interests, of Consultant or its contractors or sub-consultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its sub-consultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its sub-consultants from all liability associated with the reuse of such documents.

1.2 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

- 1.3 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.4 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant shall be the agent of the Consultant not the County.

## 2. CONSIDERATION

- 2.1 County shall pay Consultant as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, State and Federal funds.

## 3. TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2025, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.

- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in section 2 herein, subject to any applicable setoffs.
- 3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

#### 4. REQUIRED LICENSES, CERTIFICATES AND PERMITS AND COMPLIANCE WITH LAWS

- 4.1 Any licenses, certificates or permits required by the Federal, State, County or municipal governments for Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Consultant at no expense to the County.
- 4.2 Consultant shall comply with all applicable local, State and Federal laws, rules and regulations.
- 4.3 Consultant represents and warrants that neither Consultant nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any Federal, State or local government or agency, nor has it been declared ineligible for the award of contracts by any Federal, State, or local government or agency, nor does it appear on any Federal, State or local government's excluded parties list system. Consultant shall provide immediate written notice to the County if, at any time Consultant learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Consultant knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

#### 5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. INSURANCE

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in EXHIBIT B, which is hereby incorporated by reference and made a part hereof.

7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County officers, directors, employees, agents, volunteers, project manager, construction manager and owner's representative (each, an "Indemnitee") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs (each a "Claim"), arising out of, resulting from, or in connection with the breach of this Agreement by Consultant or the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors including but not limited to Claims resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. This section shall survive termination of this Agreement.

7.3 Consultant shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Consultant and Consultant's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

7.4 Subject to the limitations in 42 United States Code section 9607(e), and unless otherwise provided in a Scope of Services approved by the parties:

7.4.1 Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the purposeful release or negligence of Consultant or its subcontractors;

7.4.2 No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under State or Federal law; and

7.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. STATUS OF CONSULTANT

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or

considered under any circumstances to create an employer-employee relationship or a joint venture.

- 8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. RECORDS AND AUDITS

- 9.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 353.
- 9.3 Any authorized representative of County shall have access to any writings as defined above, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by State law. County may appoint an independent public accountant.
- 9.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual Financial and Compliance Audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's compensation exceeds \$100,000 per fiscal year.
- 9.8 Consultant expending in excess of \$750,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of States, local governments, institutions of higher education and non-profit. Consultant shall notify the County at [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com) once their Single Audit is submitted to the Federal Audit Clearinghouse.
- 9.9 For Consultants who have biennial Financial and Compliance Audits completed, the reports must cover both years within the biennial period.
- 9.10 The Financial and Compliance Audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) and the statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).
- 9.11 Consultant shall include in the Financial and Compliance Audit or the Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Consultant to provide for the performance of a Financial and Compliance Audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 9.13 Consultant is responsible for submitting to the County at [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com) a Financial and Compliance Audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 10. CONFIDENTIALITY

10.1 Consultant shall comply and require its officers and employees to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions Code (WIC); Division 19 of the California Department of Social Services Manual of Policies and Procedures, as well as any other applicable local, State, and Federal laws, rules, and regulations to assure that:

10.1.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of public social services.

10.1.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

10.1.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of misdemeanor.

### 10.2 Medi-Cal Data Privacy and Security:

10.2.1 Consultant shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS), California Department of Social Services (CDSS) and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf>.

10.2.2 Consultant shall comply with Stanislaus County Board of Supervisors approved Cloud Policy <http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf>, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

10.2.3 Consultant shall abide by the following Information Technology (IT) protocols and procedures:

10.2.3.1 Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.

10.2.3.2 Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:

- Changing the methodology of storing, processing or transmitting customer PII and reports.

- Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

10.2.3.3 Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.

10.2.3.4 PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

## 11. NON-DISCRIMINATION

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status, or any other legally protected classification. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VII of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA); the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 12. ASSIGNMENT

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement shall be made within thirty (30) days in writing to the address or to the email listed below as follows to the respective parties:

To County: County of Stanislaus  
Community Services Agency  
Attention: Contracts Manager  
P.O. Box 42  
Modesto, CA 95353

Or

[Csa-contracts@stancounty.com](mailto:Csa-contracts@stancounty.com)

To Consultant: Park and Central LLC dba Flight Design Co  
Attention: Ariana Wolf, Co-Founder, Managing Partner, Creative Strategist  
P.O. Box 19242  
Oakland, CA 94619

Or

[ariana@flightdesign.co](mailto:ariana@flightdesign.co)

15. CONFLICTS

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. AUTHORIZED SIGNATURE

22.1 The person signing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Consultant’s obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.

22.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

23. 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 sound, symbol, or process 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 et seq.) as amended from time to time.

24. GENERAL ACCOUNTABILITY

24.1 In the event of an audit exception or exceptions, the Consultant shall be responsible for the deficiency resulting from the Consultant’s non-compliance with program requirements.

24.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Consultant.

24.3 Any expenses the County incurs as a result of the Consultant's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

## 25. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- **Professional Conduct:** Employees of Consultant shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- **Quality of Service:** Employees of Consultant shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- **Respect and Courtesy:** Employees of Consultant shall conduct all activities with respect and courtesy for participants.
- **Propriety:** Employees of Consultant shall not make use of their position or relationship with clients for personal gain.
- **Positive Representation:** Employees of Consultant shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

## 26. COPYRIGHT ACCESS

County, State, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, and to authorize others to do so, all material developed under this Agreement including those covered by copyright.

## 27. STATE ENERGY CONSERVATION PLAN

Consultant agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

## 28. CONVICTION OF CRIME

28.1 Consultant shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Consultant.

28.2 Consultant agrees not to knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds or a

misdemeanor or felony involving abuse, neglect, violence or sexual conduct involving or perpetrated upon a minor.

- 28.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166 and shall comply with the provisions of the code section.

29. MATCHING FUNDS

These funds are not available for matching with Federal, State or local funds for this or any other Agreement unless certified by County.

30. CERTIFICATION REGARDING ECONOMIC SANCTIONS PURSUANT TO CALIFORNIA STATE EXECUTIVE ORDER N-6-22

- 30.1 Consultant shall review their investments and Agreements to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

- 30.2 County shall terminate any Agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter an Agreement with any such individual or entity while the Order is in effect.

- 30.3 For Agreements valued at five million dollars (\$5,000,000) or more, Consultant shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

31. COMPLIANCE WITH FALSE CLAIMS ACT

- 31.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).

- 31.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it



IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

By: Brad Diemer  
Andrew Johnson  
(on behalf of)

Title: GSA Director/Purchasing Agent

Dated: 07/18/2024

**PARK AND CENTRAL LLC  
DBA FLIGHT DESIGN CO**

By: Ariana Wolf  
Ariana Wolf

Title: Co-Founder, Managing Partner,  
Creative Strategist

Dated: Jul 10, 2024

**APPROVED AS TO CONTENT:  
COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By: Christine Huber  
Christine Huber, MSW

Title: Director

Dated: Jul 17, 2024

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By: Lindy GiacomuzziRotz

Title: Deputy County Counsel

Dated: Jul 9, 2024

**SCOPE OF WORK  
FOR  
FOR COMMUNITY SYSTEM OF CARE MAPPING PROJECT  
JULY 19, 2024 THROUGH JUNE 30, 2025**

1. SCOPE OF WORK:

Consultant shall provide complete data mapping of Stanislaus County homeless services and develop a services map that will be used as a tool for organization and planning. The map will provide a picture of the overall homeless services in Stanislaus County to identify gaps and opportunities for improvement and where services are sufficient. This map will also assist the community in identifying areas where homeless services are being duplicated and to improve the referral process. The data mapping shall include, but not limited to the following:

1.1 Work with Stanislaus County Community System of Care (CSOC) Chair, Co-Chair, executive committee, designated work-group, or any other CSOC member designated by the Chair and key stakeholders identified by the CSOC to implement the following:

1.1.1 Phase One (1) Discovery: The Discovery Phase shall take place within four (4) to six (6) weeks after contract start date and will consist of two (2) one (1) hour sessions as described below.

1.1.1.1 Session one (1) shall include the following:

1.1.1.1.1 Gather, analyze, and interpret existing content and data around homeless services in Stanislaus County;

1.1.1.1.2 Determine the current homeless service organizations and the services they provide;

1.1.1.1.3 Review goals, outcomes, and key questions from the original summit project group; and

1.1.1.1.4 Establish survey questions for the community-wide research on homeless services.

1.1.1.2 Session two (2) shall include:

1.1.1.2.1 Review visualization options for focus group template in the form of concept sketches;

1.1.1.2.2 Review, revise, and refine community survey; and

1.1.1.2.3 Finalize agenda for focus groups.

1.1.2 Phase Two (2) Qualitative Data Collection: The Qualitative Data Collection Phase will consist of gathering qualitative data through interviews, focus groups, and surveys. The Qualitative Data Collection Phase shall be completed four (4) to six (6) weeks after the Discovery Phase Ends. Consultant shall complete the following:

1.1.2.1 Conduct three (3) focus groups that include the following:

- 1.1.2.1.1 Ensure focus groups are held in person and are accessible to underserved communities in the County.
  - 1.1.2.1.1.1 Underserved communities shall be identified by CSOC Chair, Co-Chair, executive committee, designated work-group, or any other CSOC member designated by the Chair, and key stakeholders and housing service providers identified by the CSOC.
- 1.1.2.1.2 Ensure that focus groups are made up of a variety of homeless service providers, diverse (black, brown, and 2SLGBTQIA+) individuals with lived homeless experience, and other community members.
- 1.1.2.1.3 Provide live graphic recording via shared visual display of community mapping and any additional support as needed during focus groups. The recording shall be sent via email to County Program Manager and CSOC at [CSOC@stancounty.com](mailto:CSOC@stancounty.com).
- 1.1.2.1.4 Conduct five (5) interviews with diverse partner agencies and individuals with lived experience of various gender and racial/ethnic backgrounds.
  - 1.1.2.1.4.1 Diverse partner agencies and individuals with lived experience of various gender and racial/ethnic backgrounds shall be identified by CSOC Chair, Co-Chair, executive committee, designated work-group, or any other CSOC member designated by the Chair, and key stakeholders and housing service providers identified by the CSOC.
- 1.1.2.1.5 Administer survey developed in Discovery Phase.
  - 1.1.2.1.5.1 Consultant, CSOC Chair, Co-Chair, executive committee, designated work-group, or any other CSOC member designated by the Chair and key stakeholders identified by the CSOC shall develop a list of who the survey will be sent to;
  - 1.1.2.1.5.2 Consultant shall record survey results through e-mail and distribution via local homeless service providers; and
  - 1.1.2.1.5.3 Consultant shall provide visual display of results.
- 1.1.2.1.6 Contractor shall present summaries to CSOC at one (1) monthly meeting for a mid-point check-in.

- 1.1.3 Phase Three (3) Map Building: The Map Building Phase will consist of Consultant creating a visual systems map of homeless services in Stanislaus County. The Map Building Phase will shall be complete four (4) to six (6) weeks after the end of the Qualitative Data Collection Phase. Consultant shall complete the following:
  - 1.1.3.1 Synthesize the survey, interview, and focus group data and design a clear visual data map that identifies homeless service gaps and where services are sufficient in Stanislaus County.
  - 1.1.3.2 Complete two (2) rounds of revisions that include, but not limited to, the following:
    - 1.1.3.2.1 The first round of revisions will consist of presenting initial draft to the CSOC at a monthly CSOC meeting for feedback. Consultant shall implement feedback provided by the CSOC.
    - 1.1.3.2.2 Second round of revision will consist of a 1-hour meeting with key stakeholders to provide feedback on first draft of data map. Consultant shall implement feedback provided at this meeting.
  - 1.1.3.3 In collaboration with the CSOC, Consultant facilitate one in-person community-wide presentation of the developed homeless system services map.
    - 1.1.3.3.1 Consultant shall receive approval from the CSOC of the final draft of all materials prior to be presented to the public.
    - 1.1.3.3.2 The format of the community-wide presentation for the homeless system services map shall be determined by CSOC.

## 2. GRANT REQUIREMENTS

Consultant and its subcontractors shall comply with all the Grant requirements set forth in Exhibit D attached hereto and incorporated by this reference. Consultant shall include the requirements in Exhibit D in all contracts entered into with its subcontractors.

## 3. REPORTS:

- 3.1 At the end of the Phase One (1) Discovery, Consultant shall provide the following to the County Program Manager and CSOC via email at [CSOC@stancounty.com](mailto:CSOC@stancounty.com):
  - 3.1.1 Summary of existing data and content analysis and interpretation;
  - 3.1.2 Agenda for interviews and focus groups;
  - 3.1.3 A survey to collect community wide data; and
  - 3.1.4 Create a visual template that will be used in each focus group.
- 3.2 At the end of Phase Two (2) Qualitative Data Collection, Consultant shall provide the following to the County Program Manager and CSOC via email at [CSOC@stancounty.com](mailto:CSOC@stancounty.com):

- 3.2.1 A live graphic recording via shared visual display of community mapping and any additional support;
- 3.2.2 PDF summary of focus group and interview results; and
- 3.2.3 A summary and a visual display of survey results.
- 3.3 At the end of Phase Three (3) Map Building, Consultant shall provide high quality digital files of visual systems map for printing and presentation purposes to the County Program Manager and CSOC via email at [CSOC@stancounty.com](mailto:CSOC@stancounty.com):

4. COMPENSATION:

Consultant shall be compensated for the services provided under this Agreement as follows:

4.1 Costs:

4.1.1 The maximum amount of this Agreement for the period July 19, 2024, through June 30, 2025, shall not exceed \$20,300.

4.1.2 This is a fixed rate, per unit of service Agreement. The costs attendant to the provision of services are described in EXHIBIT C, which is hereby incorporated by reference and made a part hereof.

4.1.3 Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.

4.2 Consultant shall make no charge to the recipient and shall collect no share of cost.

4.3 Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement only include allowable costs, both indirect and direct, relative to the services in this Agreement.

4.4 Consultant agrees to sign and comply with the Assurance of Compliance Form.

4.5 County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds.

4.6 Invoices:

4.6.1 Fix rate invoices shall include the following:

- Name of Consultant: Park and Central LLC dba Flight Design Co.;
- Name of Services: Community System of Care Mapping Project;
- Type of service and phase of project;
- Date of service;
- Number of units of service billed;
- Service rate; and
- Total due.

4.6.2 For the services provided in the months of July 2024 through April 2025, Consultant shall submit invoices, in a County specified format, within twenty (20) days following

the end of service month. **Invoices for the service months of May and June 2025 are as follows:**

**Invoices due dates and instructions for the service months of May and June will be emailed to Consultant in the month of April 2025.**

Invoice requirements are subject to change and the Consultant shall be notified in writing.

4.6.3 Invoices shall be submitted to:

County of Stanislaus  
Community Services Agency  
Attention: Accounts Payable Supervisor, E2A  
P.O. Box 42  
Modesto, CA 95353-0042

Or

[AccountsPayableTeam@stancounty.com](mailto:AccountsPayableTeam@stancounty.com)

Accounts Payable Supervisor Phone: (209) 558-2217

4.6.4 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- County Accounts Payable staff shall notify Consultant to obtain necessary additional documentation or clarification.
- Consultant shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- Consultant may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

4.7 Payments:

4.7.1 If the conditions set forth in this Agreement are met, County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices).

4.7.2 In the event invoices are not received in the timeframes set forth in this Agreement, at the discretion of County's Community Services Agency Director or her/his designee, the Community Services Agency shall have the right to deny payment of any invoices received.

4.7.3 County retains the right to withhold payment on disputed claims.

4.7.4 Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report.

## EXHIBIT B

### Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### ***Application of Excess Liability Coverage***

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### ***Additional Insured Status***

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Reporting:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

### ***Waiver of Subrogation***

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

Consultant shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

AW

Exempt from Auto – By initialing, I certify Consultant’s officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

AW

Exempt from WC – By initialing, I certify Consultants is exempt from providing workers’ compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Ariana Wolf Date: Jul 10, 2024

Signature: *Ariana Wolf* Date: Jul 10, 2024  
Ariana Wolf (Jul 10, 2024 15:14 PDT)

Consultant Name: Park and Central LLC dba Flight Design Co.

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*For CEO-Risk Management Division use only*

Exception: N/A

Approved by CEO for Risk Management: *Derick Holt* Date: Jul 11, 2024  
Derick Holt (Jul 11, 2024 12:11 PDT)

**UNIT OF SERVICE TABLE  
FOR  
COMMUNITY SYSTEM OF CARE MAPPING PROJECT  
JULY 19, 2024 THROUGH JUNE 30, 2025**

The maximum amount of this Agreement for the period July 19, 2024, through June 30, 2025, shall not exceed \$20,300.

This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) phase of the project. This amount shall purchase one (1) of each unit of service at the following rates:

Description	Maximum Number of Units	Unit Price	Total Amount
Phase One (1) Discovery	1	\$4,000	\$ 4,000
Phase Two (2) Qualitative Data Collection	1	\$8,300	\$ 8,300
Phase Three (3) Map Building	1	\$8,000	\$ 8,000
<b>Total</b>			<b>\$20,300</b>

## GRANT REQUIREMENTS

## 1. THE PROGRAM

- 1.1 The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 ("the Program") pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats.2021, Ch. 111, Sec. 4, (AB140) Effective July 19, 2021.)
- 1.2 This Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by County and Consultant under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Consultant agrees to comply with the terms and conditions of the Agreement and the requirements appearing in the statutory authority for the Program cited above.
- 1.3 The general purpose of the Program is to (continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:
  - 1.3.1 Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
  - 1.3.2 Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Consultant of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.
  - 1.3.3 Be deployed with the goal of reducing the number of people experiencing homeless individuals in a given region through investing in long-term solutions, such as permanent housing.
  - 1.3.4 Include the State as an integral partner through the provision of technical assistance, sharing the best practices, and implementing an accountability framework to guide the structure of current and future state investments.

## 2 CONSULTANT'S PROPOSAL

- 2.1 This Agreement shall include uses that are consistent with Health and Safety Codes section 50218.7, subdivision (e), and section 50220.7, subdivisions, (a)(4)-(5), and (f), and any other applicable laws.
- 2.2 The Consultant shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:
  - 2.2.1 Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

- 2.2.2 Operating subsidies in new and existing affordable and supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- 2.2.3 Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- 2.2.4 Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- 2.2.5 Systems support for activities necessary to create regional partnerships maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- 2.2.6 Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- 2.2.7 Prevention and shelter diversion to permanent housing, including rental subsidies.
- 2.2.8 New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
  - 2.2.8.1 The number of available shelter beds in the city, county, or region serviced by a Continuum of Care.
  - 2.2.8.2 The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
  - 2.2.8.3 Shelter vacancy rate in the summer and winter months.
  - 2.2.8.4 Percentage of exits from emergency shelters to permanent housing solutions.
  - 2.2.8.5 A plan to connect residents to permanent housing.
  - 2.2.8.6 Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- 2.2.9 Improvements to existing emergency shelters to lower barrier and increase privacy.
- 2.3 In addition to the eligible uses described above, the Consultant's expenditure of its entire HHAP-3 allocation must also comply with the following:
  - 2.3.1 At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
  - 2.3.2 Not more than seven percent (7%) of funds may be used for administrative cost incurred by the city, county or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

3. TIME

- 3.1 The Consultant shall strictly comply with all of the deadlines in the Agreement. All the Program grant funds (100 percent) must be expended by June 30, 2026. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.7, subdivision (k))
- 3.2 The County reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

4. REPORTING

- 4.1 Reporting Requirements. Consultant shall provide information and reports in the form and format required by County.

5. TERMINATION

- 5.1 County may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Consultant. Cause shall consist of violations of any conditions of this Agreement, any breach of contract; violation of any federal or state laws; or withdrawal of County's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by County, any unexpended funds received by the Consultant shall be returned to County within thirty (30) days of County's notice of termination.
- 5.2 This Agreement is valid and enforceable only if sufficient funds are made available to County by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

6. ASSIGNMENT

Consultant may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed by County and a formal amendment to this Agreement to affect such subcontract or novation.

7. FINANCIAL AUDIT

- 7.1 County reserves the right to perform or cause to be performed a financial audit. At County request, the Consultant shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Program administrative funds may be used to fund this expense. Should an audit be required, the Consultant shall adhere to the following conditions: The audit shall be performed by an independent certified public accountant.
- 7.2 Consultant shall notify County of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by County to the independent auditor's working papers.
- 7.3 Consultant is responsible for the completion of audits and all costs of preparing audits.
- 7.4 If there are audit findings, the Consultant must submit a detailed response acceptable to County for each audit finding within ninety (90) days from the date of the audit finding report.

8. RECORD INSPECTION

County or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. Consultant agrees to provide County, or its designee, with any relevant information requested. Consultant agrees to give County or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the Program guidance document published on the website, and this Agreement.

9. RECORD RETENTION

9.1 Consultant further agrees to retain all records relating to this Agreement for a minimum period of five (5) years after the termination of this Agreement.

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

10. BREACH OF THIS AGREEMENT

10.1 Breach of this Agreement includes, but is not limited to, the following events:

10.1.1 Consultant's failure to comply with the terms or conditions of this Agreement.

10.1.2 Use of, or permitting the use of, the Program funds provided under this Agreement for any ineligible activities.

10.1.3 Any failure to comply with the deadlines set forth in this Agreement.

11. REMEDIES FOR BREACH OF AGREEMENT

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

11.1.1 Bar Consultant from applying for future grant funds;

11.1.2 Revoke any other existing the Program award(s) to Consultant;

11.1.3 Require the return of any unexpended the Program funds disbursed under this Agreement;

11.1.4 Require repayment of the Program funds disbursed and expended under this Agreement;

11.1.5 Require the immediate return to County of all funds derived from the use of the Program funds

11.1.6 Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with the Program requirements.

- 11.2 All remedies available to County are cumulative and not exclusive.
- 11.3 County may give written notice to the Consultant to cure the breach or violation within a period of not less than fifteen (15) days.

12. WAIVERS

- 12.1 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach.
- 12.2 The failure of County to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Consultant 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 County to enforce these provisions.

13. COMPLIANCE WITH LAWS

- 13.1 Consultant agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the program, the Consultant, its subcontractor, and all eligible activities.
- 13.2 Consultant shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Consultant shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to County upon request.

14. NONDISCRIMINATION

During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Consultants and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Consultant and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

15. CONFLICT OF INTEREST

- 15.1 All Consultants are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of

the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

15.2 Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

15.2.1 Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

15.2.2 Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

15.2.3 Employees of the Grantee: Employees of the Consultant shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code § 81000 et seq.).

15.2.4 Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

## 16. DRUG-FREE WORKPLACE CERTIFICATION

16.1. Certification of Compliance: By signing this Agreement, Consultant hereby certifies, under penalty of perjury under the laws of State of California, that it and its Consultants and subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

16.2. Publish a statement notifying employees and Consultants that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and

specifying actions to be taken against employees for violations, as required by Government Code section 8355, subdivision (a)(1).

16.2.1. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees and Consultants about all of the following:

16.2.1.1 The dangers of drug abuse in the workplace;

16.2.1.2 Its policy of maintaining a drug-free workplace;

16.2.1.3. Any available counseling, rehabilitation, and employee assistance program; and

16.2.1.4. Penalties that may be imposed upon employees for drug abuse violations.

16.2.2 Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and Consultant that works under this Agreement:

16.2.2.1 Will receive a copy of Consultant's drug-free policy statement, and

16.2.2.2 Will agree to abide by terms of Consultant's condition of employment or subcontract.

## 17. CHILD SUPPORT COMPLIANCE ACT

17.1 For any Contract Agreement in excess of \$100,000, the Consultant acknowledges in accordance with Public Contract Code 7110, that:

17.1.1 Consultant 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

17.1.2 Consultant, 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.

## 18. AGREEMENT WITH CONSULTANT AND ITS SUBCONTRACTORS

18.1 The agreements between the Consultant and its subcontractors shall require:

18.1.1 That all work performed with grant funds shall be in accordance with Federal, State and Local housing and building codes, as applicable.

18.1.2 That its Consultants shall maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

18.1.3 Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm

or corporation who may be injured or damaged by the Consultant or any Subcontractor in performing the Work or any part of it.

18.1.4 Agree to include all the terms of this Agreement in each subcontract.

19. INSPECTIONS

- 19.1 Consultant shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- 19.2 County reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- 19.3 Consultant agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

20. SEVERABILITY

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 County, 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.

21. CLAIMS

Consultant shall notify County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or County, 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 County.

22. STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

- 22.1 This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

- 22.2 In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachment.