

TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING AGENDA

Thursday, April 17, 2025, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

**THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND
REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION
54953(e).**

**MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA
THE FOLLOWING METHOD:**

As always, the public may view the Tracy Homelessness Advisory Committee meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "Tracy Homelessness Advisory Committee", then select "[View Homelessness Advisory Committee Meetings on YouTube](#)" under the "Boards and Commissions" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming Homelessness Advisory Committee meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2557 456 3255** and **Event Password: THAC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - ***Join by phone by dialing +1-408-418-9388, enter 25574563255#8422# Press *3 to raise the hand icon to speak on an item.***
- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Chairperson to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

- *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy Homelessness Advisory Committee on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

Full copies of the agenda are available on the City’s website: www.cityoftracy.org

CALL TO ORDER

ROLL CALL

1. CONSENT CALENDAR

1.A. Adoption of February 20, 2025, Regular Meeting Minutes

2. ITEMS FROM THE AUDIENCE - *In accordance with Council Meeting Protocols and Rules of Procedure, adopted by Resolution 2019-240, a five-minute maximum time limit per speaker will apply to all individuals speaking during “Items from the Audience/Public Comment”. For non-agendized items, Advisory Committee members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to the Tracy Homelessness Advisory Committee.*

3. REGULAR AGENDA

3.A The Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the City of Tracy’s Strategic Plan to End and Prevent Homelessness and a project update on the Temporary Emergency Housing Facility, CIP 71112.

3.B The Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.

4. STAFF ITEMS

5. COMMITTEE ITEMS

6. ADJOURNMENT

Posting Date: **April 14, 2025**

The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in employment, programs and facilities. Persons requiring assistance or auxiliary aids in order to participate, should contact the City Manager's Office at (209) 831-6000 at least 24 hours prior to the meeting.

TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING MINUTES

Thursday, February 20, 2025, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

CALL TO ORDER- Mayor Pro Tem Abercrombie called the meeting to order at 7:00 PM

ROLL CALL-City Clerk. Roll call found Mayor Pro Tem Abercrombie and Council Member Bedolla present in City Hall, Council Chambers

1. **CONSENT CALENDAR-** Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Bedolla to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.

- 1.A. Adoption of October 17, 2024, Regular Meeting Minutes- **Minutes were adopted.**

2. **ITEMS FROM THE AUDIENCE** – No public comment

3. **REGULAR AGENDA**

- 3.A Committee selection of a chairperson and discussion on committee bylaws.

Brian MacDonald, Parks, Recreation and Community Services Director provided the discussion on the selection of a chairperson and committee bylaws and responded to questions.

No public comment.

Committee comments and questions followed.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Bedolla to appoint Council Member Bedolla as Chairperson and Mayor Pro Tem Abercrombie as Vice Chair of the committee.

- 3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution: (1) Authorizing the acceptance of a grant award from the Emergency Food and Shelter Program ARPA R allocation in the amount of \$18,282 to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project Capital Improvement Project CIP 71112; and (2) Appropriating the full grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal Year 2024-2025.

Virginia Carney, Homeless Services Manager provided the staff report and

responded to questions.

No public comment.

Committee comments and questions followed.

ACTION: Motion was made by Vice Chairperson Abercrombie and seconded by Chairperson Bedolla to recommend that the City Council:

Authorizing the acceptance of a grant award from the Emergency Food and Shelter Program ARPA R allocation in the amount of \$18,282 to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project Capital Improvement Project CIP 71112; and appropriating the full grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal Year 2024-2025.

- 3.C The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 2 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, (1) extend the term from June 30, 2025 to June 30, 2026 and (2) to increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

Virginia Carney, Homeless Services Manager provided the staff report and responded to questions.

No public comment.

Committee comments and questions followed.

ACTION: Motion was made by Vice Chairperson Abercrombie and seconded by Chairperson Bedolla to recommend that the City Council:

Approving to extend the term from June 30, 2025 to June 30, 2026 and to increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

4. STAFF ITEMS-Brian MacDonald, Parks, Recreation and Community Services Director shared shelter project process and estimated completion dates.

5. COMMITTEE ITEMS-None

6. ADJOURNMENT- 7:20

ACTION: Motion was made by Vice Chairperson Abercrombie and seconded by Chairperson Bedolla to adjourn. Motion found all in favor; passed and so ordered.

The agenda was posted at City Hall on February 15,2025. The above are action minutes.

ATTEST:

Chairperson

Administration Technician

Agenda Item 3.A

RECOMMENDATION

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the City of Tracy's Strategic Plan to End and Prevent Homelessness and a project update on the Temporary Emergency Housing Facility, CIP 71112.

EXECUTIVE SUMMARY

This informational report provides an update on the City of Tracy's efforts to address the impacts of homelessness and quality of life issues in the community, including an update on the City's emergency shelter activities.

BACKGROUND AND LEGISLATIVE HISTORY

The 2024 San Joaquin Continuum of Care Point in Time (PIT) Count of Sheltered and Unsheltered Homeless individuals reflect 200 sheltered/unsheltered homeless individuals living within Tracy's city limits, with 98 of these currently sheltered. Recognizing the importance of responding to quality-of-life issues, including the human services needs of the City's unsheltered population, the City has devoted significant resources, to both build and operate a temporary emergency housing facility, to address the impacts of homelessness within the community. Staff oversight of shelter operations has included staff coordinating efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the Temporary Emergency Housing Facility, CIP 71112. City staff has worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits. This effort not only focuses on housing and support, but also to prepare the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and supportive services would be provided to the unsheltered population at the 370 Arbor Avenue, Tracy location.

ANALYSIS

Homelessness Services Division Update

The Homeless Services Division plans, manages, and oversees the daily functions, operations, and activities of the City's homeless service programs, this includes oversight and ownership of the Temporary Emergency Housing Facility and implementation of the City Council's Strategic Plan to End and Prevent Homelessness. The Homeless Services Division, through a professional services agreement for shelter operations, effective November 1, 2023, oversees the Salvation Army's shelter services, to provide case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness at the Arbor Ave Temporary Emergency Housing Facility. Staff work with the San Joaquin County Continuum of Care to ensure accurate delivery of services are provided and aligned with county funding opportunities and shelter operations best practices. Staff assess the shelter site on a month-to-month and annual basis

through the shelter contracts scope of work. This assessment is based on data collected through the County funded Homeless Management Information System and collected by the Salvation Army. This information is used to evaluate contract compliance as it pertains to the intake and exit process, shelter policies and procedures and their operations and case management plan. This process will identify potential gaps in service or future changes to the scope of work and daylight any areas for process improvement.

The Homeless Services Division is partnering with the City's IT Department and Tracy Police Department to provide a homelessness dashboard on the City's website. This will incorporate data for the Familiar Faces outreach team and the Arbor Avenue shelter project. Data will include demographics and real time bed availability. In addition, the Division has established a National Provider Identifier number to incorporate the Cal Aim Initiative into the Homeless Services Division operating budget. City staff are imbedded into leadership of the San Joaquin County Continuum of Care as the Vice Chair of the Board of Directors. Our Homeless Services Manager chairs the CoC's Strategic Planning Committee and co-chairs the Shelter Committee. The City has recently been awarded \$436k in HHAP 4 funds for shelter operations and additional grant funds from the EFSP board for meals and shelter bed nights. This funding amount is yet to be determined and awaiting release from the federal funding pause.

Staff is currently working through the first draft of the contract to partner with San Joaquin County Behavioral Health to bring housing supports and services to the Arbor Avenue shelter site. In addition, staff is working closely with Health Management Associates on the Path Cited Round 4 grant application to establish a Medical Respite program to be implemented at the Arbor Avenue shelter site. This includes working with their consulting team to finish up the initial readiness phase to contract with our managed care plans to bill for services through Medi-cal. These items will come to this committee in the near future for approval and back to council for further discussions on the full site plan for the shelter site.

Outreach Update

The Tracy Police Department has partnered with the California Highway Patrol, Caltrans, and Union Pacific Railroad to proactively respond to unincorporated areas of Tracy. Our joint effort is focused on providing homeless outreach and ensuring public safety related to homelessness, debris, and crime. This partnership is a significant step towards offering resources to unhoused individuals in unincorporated areas within or adjacent to city limits. To enhance our enforcement, updated trespass letters are in the process of being received from the California Highway Patrol, Caltrans, and Union Pacific Railroad. Our multi-agency partnership includes monthly meetings with our agency partners, service providers, Homeless Services Division, Familiar Faces, Tracy Community Connections Center, Fire, Code Enforcement, and Public Works. Our partnership is a testament to the value we place on our collective contributions to effectively respond and provide services to the unhoused population.

Shelter Operations Update

The City's Homeless Services Division works closely with the Arbor Avenue shelter team to identify site needs and develop policies and procedures to better support the program to meet the needs of the shelter population. This includes ongoing assessments of the Homeless Management Information System regarding the quality of the data being collected on the shelters progress in transitioning individuals into a positive housing destination. In addition, this includes monitoring contracts at the site including fence rentals, temporary bathroom and shower rentals, leases for the modular units and the maintenance needs of the container dorms.

San Joaquin County is now partnering with the Shelter team to provide their mobile health clinic monthly or based on needs to ensure continuity of care for the shelter residents.

The shelter works closely with a multitude of other agencies and service providers on an ongoing basis and is based on needs of the individual clients that are served. Some of these resources include but are not limited to SJ Health, Community Medical, Aegis, Behavioral Health, Tracy Clinic, County Mobile Crisis Team, Prevail, Whole Person Care, Public Health, Human Services Agency, DMV and the Social Security Administration.

Some of the Housing referrals consist of referrals to San Joaquin County Housing Authority, Central Valley Low Income Housing/HDAP, Insight Housing, HUD VASH, Elegant Care, Tracy House and Redwood Family Center. Other referrals to treatment facilities and transitional housing include Hope Harbor, The Lakes, Chico, San Francisco and Stockton ARC programs.

Based on the Homeless Management Information System report, since onboarding through the end of February, which extends from November 1, 2023, through February 28, 2025 the shelter team has served 230 unique clients.

To date since inception of the Tracy Shelter project, we have transitioned 49 individuals into positive housing destinations and have successfully supported 34 individuals into some type of employment.

TRACER Fixed Route H Transit Service Activities

The Tracer Transit Route H was created to serve the sheltered guests at the 370 Arbor Avenue site and transports individuals to other locations throughout the City. This helps ensure that our shelter guests have access to centrally located services. Below are our updated utilization numbers for the last year of shelter operations:

- Since February 2024 through February 2025 there have been a total of 1,777 boardings with an average of 5.36 passengers per day

Project Update

The Temporary Emergency Housing Facility project is broken down into two construction phases: Phase 1 encompasses Zones A and B, while Phase 2 includes Zones B and C. Zone A will see significant site improvements and the addition of a tenant storage container box. Zone B will feature a 6,300SF Sprung Building, alongside a kitchen, a toilet/shower complex, and a parking lot. Zone C will involve further site enhancements, including paving and sidewalks.

Currently, the project is actively preparing foundations for the Sprung Structure and West restroom/shower facilities, installing underground utilities, and developing bioretention areas. Progress is also being made on the parking lot, drive aisles, curb and gutters. Further, Zones B and C will see the addition of more container boxes, sidewalks, landscaping, pavers, and a decorative sliding gate at the facility entrance.

FISCAL IMPACT

This is an informational report with no fiscal impact to the current operating budget.

STRATEGIC PLAN

This item supports the following City Council Fiscal Year 2023-25 Strategic Priorities:

Public Safety Goal #3, Objective 2: Address blight through partnerships with Code Enforcement, the Familiar Faces Program, and the Homeless Services Division

Quality of Life Goal #5: Continue to implement the Council-Adopted Homelessness Strategic Plan

ACTION REQUESTED OF THE COMMITTEE

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the City of Tracy's Strategic Plan to End and Prevent Homelessness and a project update on the Temporary Emergency Housing Facility, CIP 71112.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance

Brian MacDonald, Parks, Recreation and Community Services Director

Arturo M. Sanchez, Assistant City Manager

Matthew Summers, Interim Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A- Informational Update: Homeless Services Division PowerPoint

3.A Informational Update: Homeless Services Division, Shelter Operations and Project Update

April 17th, 2025

Virginia Carney, Homeless Services Manager



HOMELESSNESS STRATEGIC PLAN — SUMMARY

GOAL 1

**Increase Housing Options
in the City of Tracy**

GOAL 2

**Increase Access to Coordinated
Support Services for People
Experiencing Homelessness**

GOAL 3

**Develop Action Plans for
Engaging with People
Experiencing Homelessness**

GOAL 4

**Enact Specific Strategies for
Vulnerable Subpopulations
Experiencing Homelessness**

OBJECTIVES

1. SHORT-TERM: Identify immediate temporary "Emergency Housing" options & integrate crisis support services.
2. MID-TERM: Identify "Transitional Housing" options & integrate wrap-around support services with Navigation Center.
3. LONG-TERM: Increase affordable housing stock & assist in securing "Permanent Housing" with continued support services from Case Managers.
4. CONTINUOUS: Proactively pursue local, state, and federal funding to support housing options and support services.
5. Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

1. Create a centralized location to serve as a "Navigation Center" where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
2. Secure access to addiction, mental health, family reunification, job training, & other appropriate support services at the Navigation Center.
3. Enhance coordination between local service providers and county agencies.
4. Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

1. Establish "Law Enforcement Protocol" for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
2. Establish "Crisis Response Protocol" for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
3. Partner with county agencies (including the D.A.'s Office & County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm "hand off" to service providers to render immediate crisis support services or emergency housing.

1. Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBT community, victims of crime, and people with behavioral health needs.
2. Ensure access to "Case Managers" for the vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
3. Identify and apply for funding opportunities to secure resources that are specifically available to support people from the vulnerable subpopulations.
4. Develop a targeted initiative program to prevent "new" at-risk individuals from becoming homeless.

REVISED 05/06/20

OVERVIEW

- Homeless Services Division Updates
- Outreach Updates
- Shelter Operations Updates
- Tracer Bus Route Updates

Homeless Services Division Update

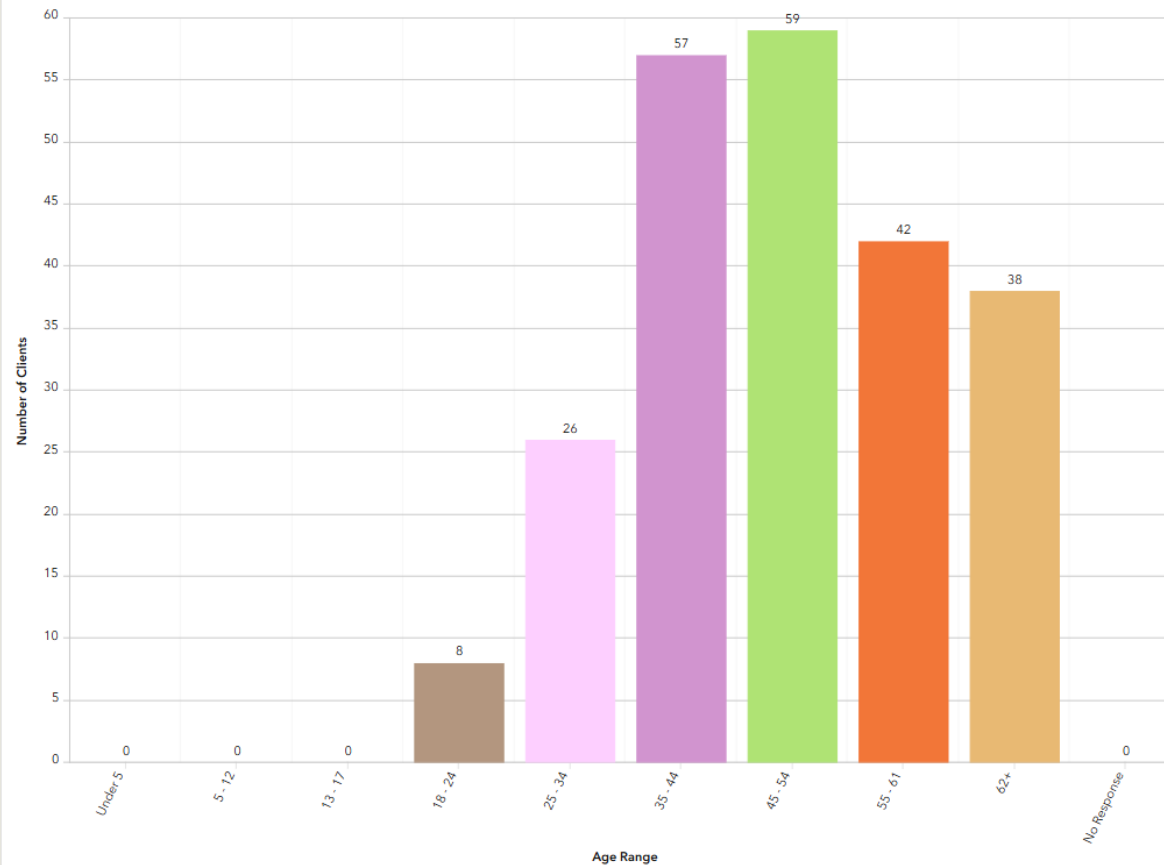
- Current shelter operator - The Salvation Army (TSA) Stockton Corps update – working on an extension amendment of operations contract until Phase II is complete
- Initiating second year review of shelter operator - file and site review process
- Partnering with City IT department and Tracy PD to provide a homelessness dashboard on the City's website - go live date coming soon
- Working on solidifying partnerships to support ongoing funding for shelter operations – BHS contract and Medical Respite grant are both moving forward

Homelessness Dashboard

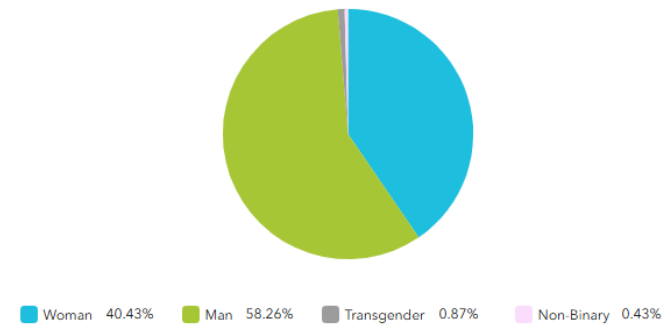
TRACY SHELTER DEMOGRAPHICS REPORT

Service Summary Categories
All

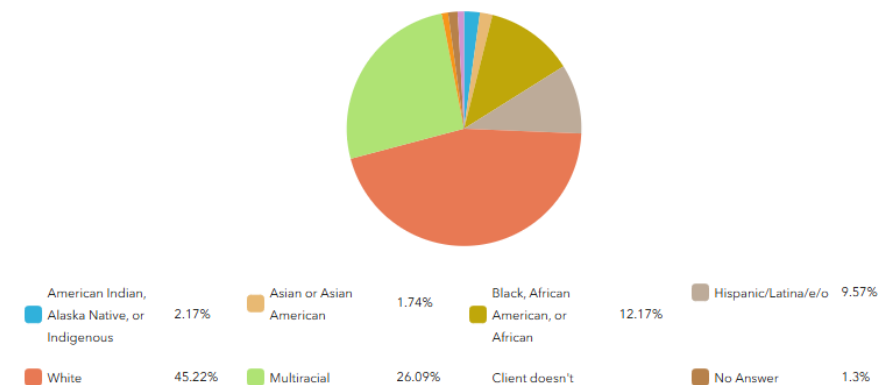
Age Range Chart



Gender Chart



Race and Ethnicity Chart



Homelessness Dashboard



TRACY SHELTER DEMOGRAPHICS REPORT

Service Summary Categories
All

Disabled (Adults & HoH) Chart



Chronic Health Condition Chart



Physical Disability Chart



Developmental Disability Chart



Overview

Key Statistics

Prior Living

Income

Health Factors

Service Summary



Outreach Update

- The Tracy Police Department (TPD) has partnered with the California Highway Patrol, Caltrans, and Union Pacific Railroad to proactively respond to encampment areas in the City of Tracy
- TPD is in the process of receiving updated trespass letters from the California Highway Patrol, Caltrans, and Union Pacific Railroad to enhance enforcement
- Focused on providing homeless outreach and ensuring public safety related to homelessness, debris, and crime

SHELTER OPERATIONS

- Since onboarding from November 1, 2023, through February 28, 2025, The Salvation Army has accomplished the following:
 - Served a total of 230 Unique Clients*
 - Total Number of Enrollments**: 300
 - Served a total of 111,205 Meals
 - Total of 670 Community Clean-Up Hours since August 2024

Employment Opportunities:

- San Joaquin General Hospital
- Macy's
- Glom Transitional Housing
- Banta Inn
- FedEx Distribution
- 511 Tactical Distribution
- Amazon
- Kettler Ringer's through The Salvation Army
- Fresh Realm
- Construction

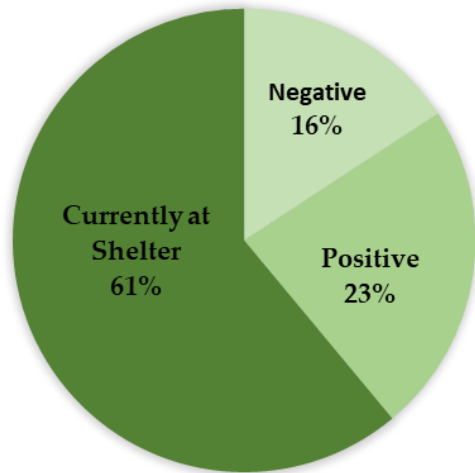
Shelter Services	Totals
Average Length of Shelter Stay*	116 Days
HDAP and Housing Referrals	117
Permanent Housing	16
Positive Destination	33
Job Referrals	74
Employed	34

* Numbers and stats are reflective from HMIS data collected effective 11/1/2023-2/28/2025

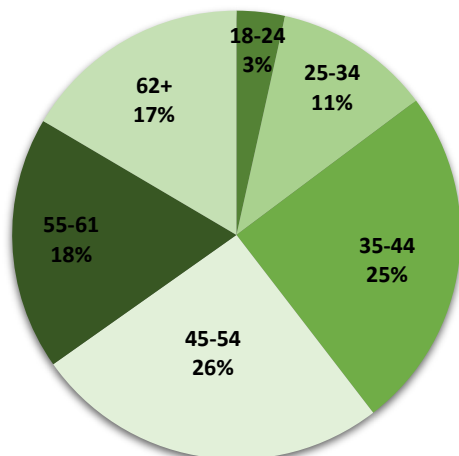
** Numbers are reflective from HMIS Program Roster Report, data collected effective 11/1/2023-2/28/2025 in total enrollments which includes duplicated clients.

SHELTER OPERATIONS

Positive Exits



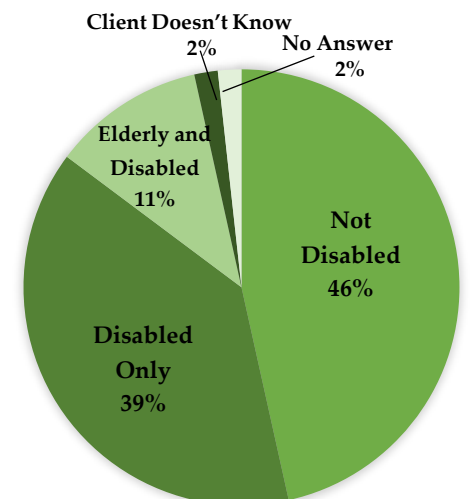
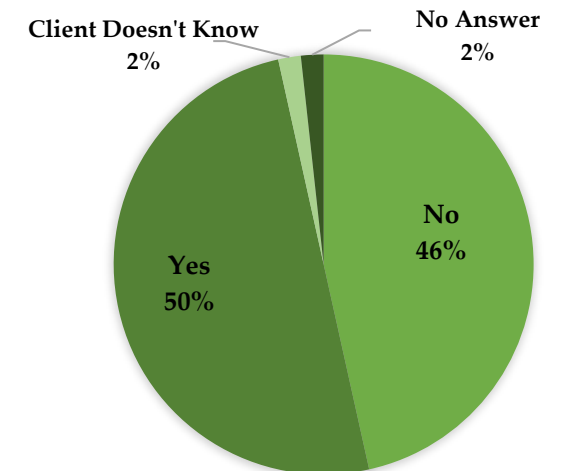
Age Range



- Since onboarding from November 1, 2023 through February 28, 2025 The Salvation Army has served the following client demographics:

- Positive Exits” from the shelter:
 - 15- Family Reunification
 - 7- Permanent Housing
 - 9- Housing Disability Advocacy Program (HDAP)
 - 18- Transitioned to Other Positive Destinations
- The largest age group at the shelter are between the ages of 55 and 61 at 18% with an additional 17% that are over the age of 62
- 50% of total Shelter Guests are Disabled
- 11% of that total Shelter Guests are Elderly and Disabled
- Currently 18 shelter clients are receiving Earned Income, 39 are receiving SSI, SSDI or SSA and 7 are receiving General Assistance or Temporary Assistance for Needy Families (TANF) and 1 is receiving an Employment Pension

Disabled Adults



Transportation Updates

TRACER Fixed Route H Bus Service Activities

- Since February 2024 through February 2025 there have been a total of 1,777 boardings with an average of 5.36 passengers per day

Month	Total Boardings	Average Passengers Per Day
Feb-24	120	4.80
Mar-24	76	2.92
Apr-24	79	3.04
May-24	84	3.23
Jun-24	110	4.40
Jul-24	121	4.65
Aug-24	96	3.56
Sep-24	105	4.38
Oct-24	148	5.48
Nov-24	141	5.42
Dec-24	204	8.16
Jan-25	286	11.00
Feb-25	207	8.63



CITY OF
TRACY CALIFORNIA
Think Inside the Triangle™



Temporary Emergency Housing Facility - Project C.I.P 71112



Project Site Plan



PHASE I Site Preparation

PHASE II Site Improvements Congregate Housing & Administrative Offices

PHASE IV Custom Container DORMS (Single Person Rooms)

PHASE III Expansion with Individual Modular Units

68 BEDS

~38 BEDS

~48 BEDS

Phase I, Site Preparation, included demolition, earthwork, and placement of major underground utilities. Phase I construction was completed in October, 2022.

Phase II, Site Improvements, builds upon completed site work and will provide a Sprung Structure with temporary bed space for 68 individuals along with access to restrooms, showers and a laundry facility.

Complete build-out for a permanent shelter site is planned and will provide additional access improvements including roadways, pedestrian pathways, site lighting, shade structures and outdoor furniture. Security improvements including cameras, fencing and automatic gates are included.

Phase II Construction will be advertised for bids in late August, 2023.

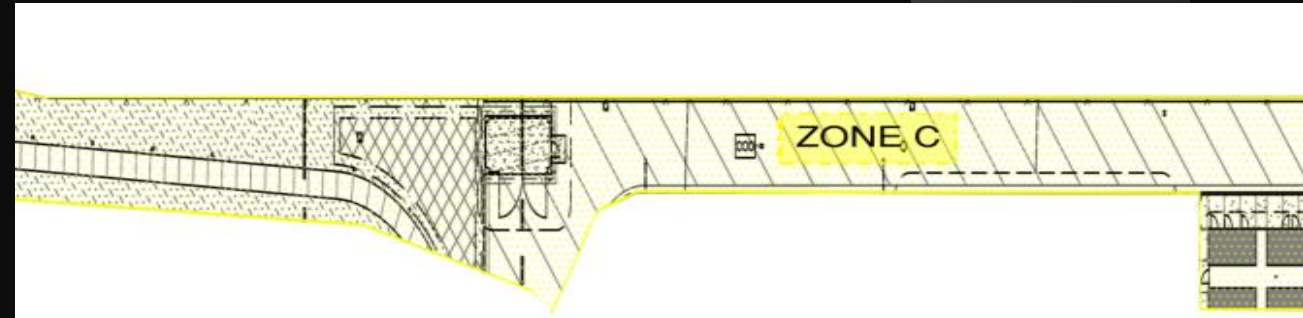
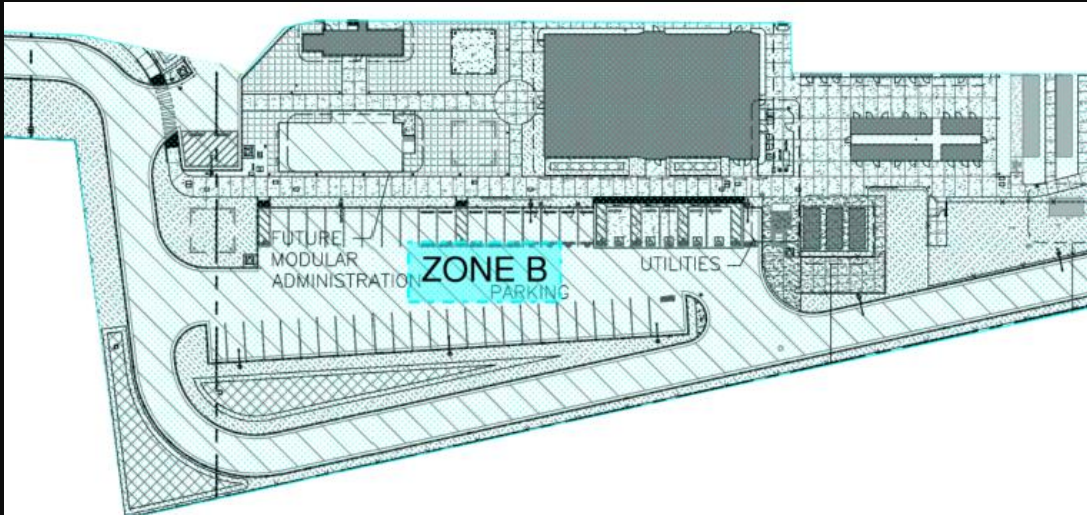
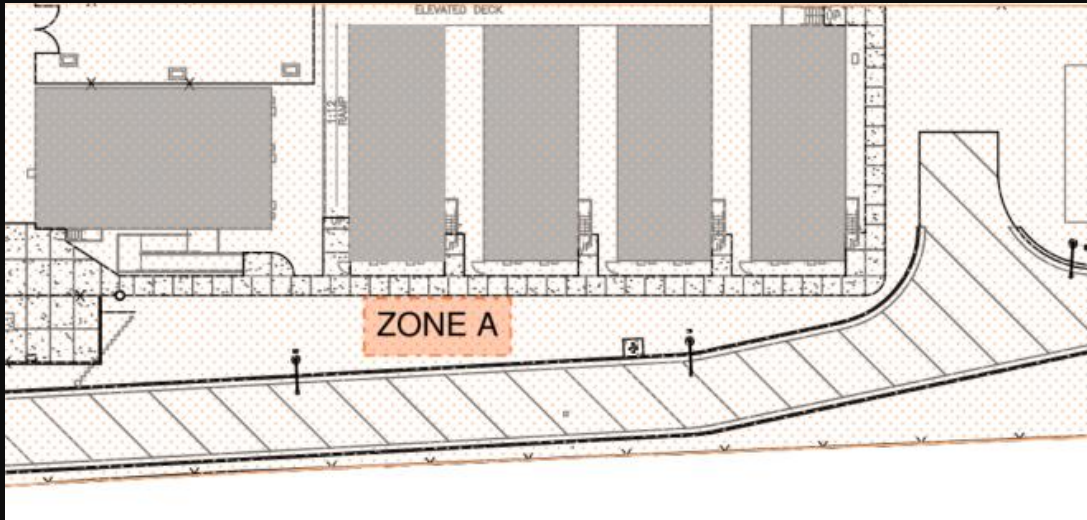
Phase IV of the Temporary Emergency Housing Facility includes eight Custom Container dormitory units that will accommodate up to 38 additional individuals.

Additional restroom and shower space will be included adjacent to the Phase II restrooms and showers.

Phase III of the project provides four modular dormitory units, providing space for up to 48 individuals.

An additional modular administration structure is located adjacent to modular dormitories and provides a base for City and shelter operations.

Construction Increments



- Increment 1: Zones A & B
- Increment 2: Zones B & C



Construction Phase: Zone A



- Site Improvements
- Robust Storage Container

Construction Phase: Zone B



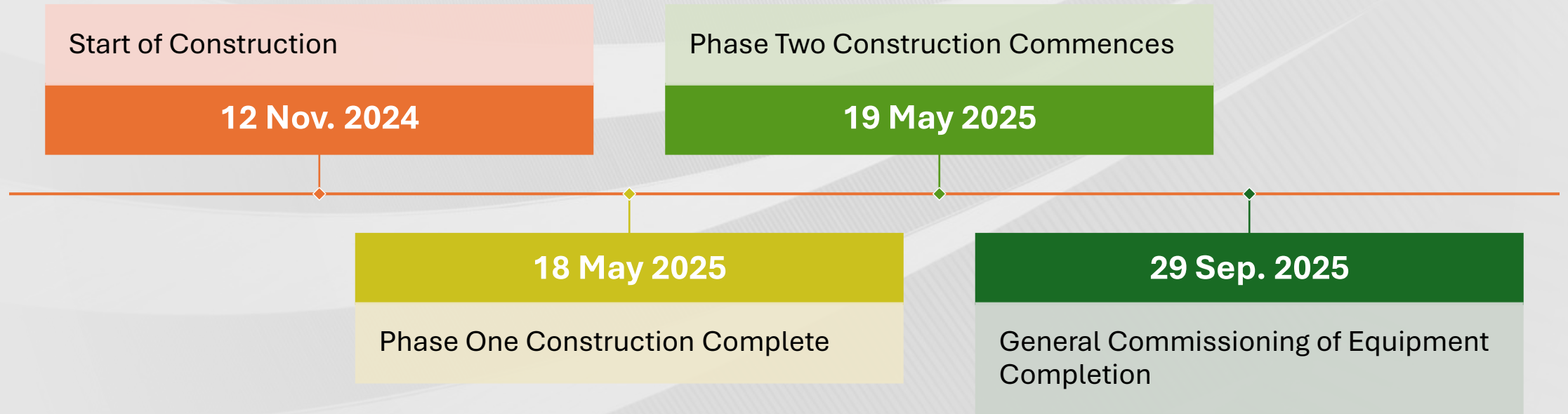
- Sprung Building
- Modular Kitchen
- Toilet/Shower Complex
- Parking Lot

Construction Phase: Zone C



- Toilet/Shower/Laundry complex
- Trash Enclosure
- Decorative Sliding Gate at front entrance

TEHF Project Milestones



Current Project Status



- Sprung Structure foundation
- West Toilet/Shower Foundation
- Underground utilities
- Bioretentions
- Site Lighting
- Curb and Gutter

DISCUSSION

April 17, 2025

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.

EXECUTIVE SUMMARY

This item provides Council with an opportunity to receive a grant award in the amount of \$436,246 from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation for the Tracy Interim Shelter Site project (Temporary Emergency Housing Facility). This grant is funded by San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation and is being allocated to partially fund operations costs at the Temporary Emergency Housing Facility.

BACKGROUND AND LEGISLATIVE HISTORY

The 2024 San Joaquin Continuum of Care Point in Time (PIT) Count of Sheltered and Unsheltered Homeless individuals reflect 200 sheltered/unsheltered homeless individuals living within Tracy's city limits, with 98 of these currently sheltered. Recognizing the importance of responding to quality-of-life issues, including the human services needs of the City's unsheltered population, the City has devoted significant resources, to both build and operate a temporary emergency housing facility, to address the impacts of homelessness within the community. Staff oversight of shelter operations has included staff coordinating efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the Temporary Emergency Housing Facility, CIP 71112. City staff has worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits. This effort not only focuses on housing and support, but also to prepare the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and supportive services would be provided to the unsheltered population at the 370 Arbor Avenue, Tracy location.

On September 19, 2024 San Joaquin County staff released the Notice of Funding Availability (NOFA) for HHAP Round 4. On October 25, 2024, the City of Tracy submitted an application in the amount of \$855,800. This application included shelter operations, street outreach and services coordination funding requests. On January 7, 2025, the City was notified of the award in the amount of \$436,246 to support shelter operations at the Tracy Interim Shelter site. On March 13, 2025, the San Joaquin County CoC board approved the allocation to the City of Tracy.

ANALYSIS AND DISCUSSION

The Temporary Emergency Housing Facility Project was developed as a “Campus Concept” comprised of four phases of which areas are in the final design stages and/or construction. This grant funding will be used to cover operation costs for the Tracy Temporary Emergency Housing Facility. This project is intended to provide a site for those seeking shelter within the City limits and the approval of this item will accept the grant.

FISCAL IMPACT

Upon acceptance of this grant, the Parks, recreation and Community Services Department, Homeless Services Division will receive and appropriate \$436,246 in grant funds from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation. The funding will be allocated for the operations services reflected below to continue with the operation of the Temporary Emergency Housing Facility, which is currently funded through the City’s General Fund. The \$436,246 grant is to be appropriated to the FY2023-24 Homeless Services division operating budget. There is no City match requirement for the acceptance of this grant.

Name: City of Tracy Location: 370 W. Arbor Avenue, Tracy, CA 95304 Activity: Shelter Operations		
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$208,865
	Utilities (includes gas, water, sewer, electric, pest control, trash, fire alarm, phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$208,047
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
	Volunteer Services Coordinator	
Street Outreach	Personnel Expenses:	\$19,334
	Street Outreach & Support Specialist	
	Total Budget	\$436,246

CEQA DETERMINATION

A CEQA determination is not required of this item, under CEQA Guidelines section 15378 as this agreement is a funding mechanism.

STRATEGIC PLAN

This agenda item supports City Council's Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance
Brian MacDonald, Parks, Recreation and Community Services Director
Arturo M. Sanchez, Assistant City Manager
Matthew Summers, Interim Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A –City of Tracy HHAP 4 Subrecipient Agreements for Operating Subsidies of Interim Housing
Attachment B –City of Tracy HHAP 4 Subrecipient Agreements for Services Coordination
Attachment C –City of Tracy HHAP 4 Subrecipient Agreements for Street Outreach

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$208,865.08 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

Exhibit A	Authority, Purpose and Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE
	Director
PRINTED NAME OF PERSON SIGNING Chris Woods	DATE SIGNED

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials_____

**HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work**

- vi. Any new interim sheltering funded by HHAP – 4 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 intervention other than congregate shelters.

- I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work."

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY'S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT's billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT 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 with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the 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 HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

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

Breach and Remedies

C. Breach of AGREEMENT

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

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

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

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

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

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients 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. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients 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, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS 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."

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT 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.

9. Drug-Free Workplace Certification

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

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (l).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.
- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

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

- A. The SUBRECIPIENT 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

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, 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.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
- i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, 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 SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT 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 HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT 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. SUBRECIPIENT 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. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT 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.
- B. The 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.
- C. SUBRECIPIENT 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 sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the 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.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the 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 the COUNTY.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D
Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. 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.

Subrecipient Initials_____

Homeless Housing, Assistance , and Prevention (HHAP)

Round 4 Funding Request

Name:	City of Tracy	
Location:	370 W. Arbor Avenue, Tracy, CA 95304	
Activity:	Shelter Operations	
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$208,047.39 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

Exhibit A	Authority, Purpose and Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
Chris Woods	Director

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials_____

**HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work**

- vi. Any new interim sheltering funded by HHAP – 4 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 intervention other than congregate shelters.

- I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work."

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY'S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT's billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT 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 with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the 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 HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

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

Breach and Remedies

C. Breach of AGREEMENT

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

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

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

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

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

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients 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. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients 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, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS 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."

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT 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.

9. Drug-Free Workplace Certification

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

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (l).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.
- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

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

- A. The SUBRECIPIENT 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

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, 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.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
- i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, 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 SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT 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 HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT 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. SUBRECIPIENT 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. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT 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.
- B. The 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.
- C. SUBRECIPIENT 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 sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the 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.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the 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 the COUNTY.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D
Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. 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.

Subrecipient Initials_____

Homeless Housing, Assistance , and Prevention (HHAP)

Round 4 Funding Request

Name:	City of Tracy	
Location:	370 W. Arbor Avenue, Tracy, CA 95304	
Activity:	Shelter Operations	
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$19,334.07 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

Exhibit A	Authority, Purpose and Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
Chris Woods	Director

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials_____

**HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work**

- vi. Any new interim sheltering funded by HHAP – 4 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 intervention other than congregate shelters.

- I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work."

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY'S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT's billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT 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 with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the 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 HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

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

Breach and Remedies

C. Breach of AGREEMENT

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

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

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

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

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

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients 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. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients 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, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS 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."

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT 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.

9. Drug-Free Workplace Certification

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

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (l).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.
- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

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

- A. The SUBRECIPIENT 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

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, 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.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
- i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, 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 SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT 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 HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT 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. SUBRECIPIENT 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. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT 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.
- B. The 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.
- C. SUBRECIPIENT 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 sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the 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.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the 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 the COUNTY.

Subrecipient Initials_____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D
Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. 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.

Subrecipient Initials_____

Homeless Housing, Assistance , and Prevention (HHAP)

Round 4 Funding Request

Name:	City of Tracy	
Location:	370 W. Arbor Avenue, Tracy, CA 95304	
Activity:	Shelter Operations	
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM SAN JOAQUIN COUNTY HOMELESSNESS HOUSING ASSISTANCE AND PREVENTION ROUND 4 ALLOCATION IN THE AMOUNT OF \$436,246 TO PARTIALLY FUND OPERATIONS COSTS OF THE TRACY INTERIM SHELTER SITE (TEMPORARY EMERGENCY HOUSING FACILITY, CIP 71112); AND

(2) APPROPRIATING \$436,246 OF THE TOTAL GRANT FUNDS TO THE PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT, HOMELESS SERVICES DIVISION

WHEREAS, pursuant to the City Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits; and

WHEREAS, this effort not only focuses on the housing and support, but also to prepare the residents for self-sufficiency which resulted in the development of a "Campus Concept" where temporary housing and Supportive Services would be provided to the unsheltered population; and

WHEREAS, the work to develop and provide services at this "campus" has continued and has grown to include identifying and applying for ways to offset the cost of construction, services and support provided to the unhoused residents of the campus, which has been named the Temporary Emergency Housing Facility (TEHF); and

WHEREAS, on September 19, 2024 San Joaquin County staff released the Notice of Funding Availability (NOFA) for Homelessness Housing Assistance and Prevention (HHAP) Round 4; and

WHEREAS, on October 25, 2024 the City of Tracy submitted an application for HHAP Round 4 in the amount of \$855,800 and the application included shelter operations, street outreach and services coordination funding requests; and

WHEREAS, on January 7, 2025, the City was notified of the award in the amount of \$436,246 to support shelter operations at the Tracy Interim Shelter site; and

WHEREAS, March 13, 2025, the San Joaquin Continuum of Care board approved the allocation to the City of Tracy; and

WHEREAS, the grant funding will be used to cover operation costs for the Tracy Temporary Emergency Housing Facility; and

WHEREAS, City match is not required; and

WHEREAS, A CEQA determination is not required of this item, under CEQA Guidelines section 15378 as this agreement is a funding mechanism; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on April 17, 2025 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 as reflected in Attachment 1, Attachment 2 and Attachment 3 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and be it

FURTHER RESOLVED: That the City Council hereby appropriates the \$436,246 dollars of the total grant funds to Parks, Recreation and Community Services Department, Homeless Services Division; and be it

* * * * *

The foregoing Resolution 2025-_____ was adopted by the City Council on May 6, 2025, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

Dan Arriola
Mayor of the City of Tracy, California

ATTEST: _____
Necy Lopez
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

- (1) City of Tracy HHAP 4 Subrecipient Agreements for Operating Subsidies of Interim Housing
- (2) City of Tracy HHAP 4 Subrecipient Agreements for Services Coordination
- (3) City of Tracy HHAP 4 Subrecipient Agreements for Street Outreach