

APPENDIX 8
HPRP MODEL AGREEMENT

MODEL HPRP CONTRACT

**COUNTY OF ORANGE
OC COMMUNITY RESOURCES
HOMELESSNESS PREVENTION FUND/PUBLIC SERVICES
(Program Year 2009-10)**

TITLE OF PROJECT: Organization Name, Project Name
Regulation Citation, Matrix Code

This agreement, hereinafter referred to as "CONTRACT", is entered into on _____,

BY AND BETWEEN Organization Name, a Organization Type
in the State of California, and hereinafter
referred to as "SUBRECIPIENT".

AND COUNTY OF ORANGE, a political subdivision
of the State of California and recognized Urban
County under the Federal Housing and
Community Development Act of 1974 (Public
Law 93-383), as amended, hereinafter
referred to as "COUNTY."

RECITALS

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, the COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development (HUD) from the Homelessness Prevention Fund, hereafter referred to as the Homelessness Prevention and Rapid Re-Housing Program (HPRP)," under Title XII of the American Recovery and Reinvestment Act of 2009 ("Recovery Act"), to provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized; and

WHEREAS, SUBRECIPIENT has submitted to COUNTY an application for funding of a housing and community development activity; and

WHEREAS, COUNTY adopted its FY 2008-09 Annual Action Plan, (hereinafter referred to as "ANNUAL ACTION PLAN"), including any substantial amendments, which sets forth the PROJECT described herein; and

WHEREAS, HUD will annually review the performance of COUNTY to determine whether COUNTY has carried out its Homelessness Prevention and Rapid Re-Housing Program (HPRP) assisted activities in a timely manner and has significantly disbursed HPRP funds; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN;
and

1 WHEREAS, COUNTY approved an allocation of \$_____in PROJECT funding to
2 SUBRECIPIENT for the Fiscal Year 2009-10, and

3 WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid
4 funds.

5 NOW, THEREFORE, the parties agree as follows:

6 I. CONTRACT FORM

7 This CONTRACT consists of:

8 The following provisions;

9 A. All applicable Federal Regulations and any future regulations that may be
10 promulgated by HUD; including 24 CFR 576; and

11 B. Appropriate State and COUNTY laws and regulations; and

12 C. The *SUBRECIPIENT SCOPE OF SERVICES* is incorporated by reference and
13 attached as Exhibit A, and further referenced in Section IX.D of this CONTRACT; and

14 D. The *SUBRECIPIENT BUDGET* is incorporated by reference and attached as
15 Exhibit B, and further referenced in Section VI.E. of this CONTRACT; and

16 E. The SUBRECIPIENT Request for Proposal (RFP) application, is incorporated by
17 reference, and further referenced in Section IX.E of this CONTRACT; and

18 F. The United States Department of Housing and Urban Development [Docket No.
19 FR-5307-N-01] Notice of Allocations, Application Procedures, and Requirements for
20 Homelessness Prevention and Rapid Re-Housing Program Grantees under the American
21 Recovery and Reinvestment Act of 2009 is incorporated by reference and attached as Exhibit
22 C.

23 G. Grant Agreement No [XXX] between the United States Department of Housing
24 and Urban Development and the County of Orange.

25 II. DEFINITIONS

26 For the purposes of this CONTRACT the following definitions shall apply:

27 A. HUD: United States Department of Housing and Urban Development.

28 B. OC COMMUNITY RESOURCES: designated as the Lead Agency for the
29 development and implementation of COUNTY of Orange Urban County Program's Consolidated
30 Plan.

31 C. DIRECTOR: Director of OC Community Resources, or designee.

32 D. EQUIPMENT: Tangible, non-expendable, personal property having a useful life
33 of more than one year and an acquisition cost of \$5,000 or more per unit.

34 E. MONTHLY, QUARTERLY and ANNUAL PERFORMANCE REPORTS (MPR), (QPR)
35 AND (APR), respectively: A PROJECT activity data document provided by COUNTY to
36 SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.

37 F. PROJECT: Any site or sites, including buildings, and/or activities assisted with

1 federal program funds.

2 G. OC COMMUNITY RESOURCES POLICY ON DOCUMENTING SUBRECIPIENT
3 COSTS: COUNTY document setting policies regarding types of documentation required to
4 support the costs incurred and paid (including, but not limited to: copies of paid invoices,
5 payroll registers, bank statements, etc.).

6 H. OMB: Federal Office of Management and Budget.

7 I. CAPER: Consolidated Annual Performance and Evaluation Report; an annual
8 report to HUD on all OC COMMUNITY RESOURCES housing and community development
9 activities.

10 J. SUBSTANTIAL AMENDMENT: The COUNTY will consider a change in project
11 scope as a "substantial amendment" under the following circumstances:

12 1. COUNTY or SUBRECIPIENT decides not to carry out an activity previously
13 described in the Annual Action Plan;

14 2. COUNTY or SUBRECIPIENT carries out an activity not previously described in
15 the Annual Action Plan;

16 3. COUNTY or SUBRECIPIENT changes the purpose, scope, location or
17 beneficiaries of an activity;

18 4. COUNTY or SUBRECIPIENT changes the use of HPRP funds from one eligible
19 activity to another; and

20 5. COUNTY or SUBRECIPIENT changes of 25% or more in one program activity.

21 K. Integrated Disbursement and Information System (IDIS) is utilized to draw
22 down HPRP funding and report on grant expenditures.

23 L. DUNS Number: SUBRECIPIENT is required to register with Dun and Bradstreet
24 to obtain a DUNS number www.dnd.com. A DUNS number is a unique 9 (nine) digit number
25 provided to SUBRECIPIENT who are receiving Federal contracts and/or grants.

26 M. Homeless Management Information System/Client Management Information
27 System (HMIS/CMIS) is a system for tracking the use of homeless programs and producing an
28 unduplicated count of the people using those services.

29 N. Homelessness Prevention and Rapid Re-Housing Program (HPRP)
30 DESCRIPTION: The purpose of the HPRP is to provide homelessness prevention assistance to
31 households who would otherwise become homeless—many due to the economic crisis—and to
32 provide assistance to rapidly re-house persons who are homeless as defined by section 103 of
33 the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302).

34 III. CONDITIONS OF FUNDING

35 A. COUNTY advises SUBRECIPIENT that a significant change in entitlement funding
36 may result in a change in the current process utilized by COUNTY to determine funding
37 allocations. SUBRECIPIENT acknowledges that the obligation of the COUNTY is contingent

1 upon the availability of Federal, State or local Government funds, which are appropriated or
 2 allocated for the payment of such an obligation. If funding levels are significantly affected by
 3 Federal budgeting or if funds are not allocated and available for the continuance of the
 4 function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at
 5 the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at
 6 the earliest possible time of any service, which may be affected by a shortage of funds. No
 7 penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY
 8 shall not be liable for any damages as a result of termination under this provision of this
 9 CONTRACT. Nothing herein shall be construed as obligating the COUNTY to expend funds in
 10 excess of appropriations authorized by law.

11 B. SUBRECIPIENTS shall allow representatives of the County of Orange, or HUD to
 12 inspect facilities, which are used in connection with the contracts, made to implement
 13 programs funded under this CONTRACT.

14 C. SUBRECIPIENTS shall maintain any applicable licenses or permits, and meet
 15 any facility code regulations required for the program(s) funded under the contract.

16 IV. TERM

17 A. Eligible costs related to services provided by SUBRECIPIENT must be incurred
 18 during the period beginning September 30, 2009. The PROJECT shall be completed and all
 19 funds provided through this CONTRACT shall be expended on eligible project activities prior to
 20 June 30, 2010. The term of this CONTRACT may be extended. COUNTY will reclaim any
 21 unused balance of funds for reallocation to other COUNTY approved projects.

22 B. SUBRECIPIENT shall limit its use of HPRP program funds as defined in the
 23 attached and incorporated SUBRECIPIENT SCOPE OF SERVICES to one or more of the
 24 following:

- 25 1. Homelessness prevention activities.
 - 26 2. Rapid Re-Housing program activities.
- 27 No other use of these funds will be permissible.

28 C. The use of funds as defined in the attached *SUBRECIPIENT SCOPE OF*
 29 *SERVICES*.

30 V. AMENDMENTS

31 A. COUNTY, through its DIRECTOR without further action by the COUNTY's Board
 32 of Supervisors (hereinafter referred to as "BOARD") and SUBRECIPIENT may by mutual
 33 agreement amend this CONTRACT and/or incorporated SUBRECIPIENT SCOPE OF SERVICES,
 34 at any time, up to 45 (forty-five) days prior to CONTRACT expiration, provided that the
 35 proposed action is (1) not a Substantial Amendment as defined by Section II.J of this Contract
 36 (2) makes specific reference to this CONTRACT, (3) is executed in writing and signed by a
 37 duly authorized representative of the SUBRECIPIENT's organization. SUBRECIPIENT's written

1 request to amend must include a revised budget for funds being extended, if that scope of
2 work is different in scope from the originally agreed upon *SUBRECIPIENT SCOPE OF*
3 *SERVICES*. SUBRECIPIENT must also comply with the original thresholds and milestones
4 outlined in Section VIII.C. herein. Any proposed amendment to this CONTRACT shall be
5 submitted to DIRECTOR, and approved by DIRECTOR prior to commencement of any activity
6 covered by said amendment.

7 B. SUBRECIPIENT agrees that COUNTY may, at its sole discretion, amend this
8 CONTRACT to conform with federal, state or local governmental guidelines, policies and
9 available funding amounts.

10 C. If any amendment results in a change in the funding amount, SUBRECIPIENT
11 SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be
12 undertaken as part of this CONTRACT, such modifications will be incorporated only by written
13 amendment executed by DIRECTOR and SUBRECIPIENT.

14 VI. PAYMENTS

15 A. CONTRACT Amount

16 It is expressly agreed and understood that the total amount to be paid by
17 COUNTY under this CONTRACT shall not exceed Funding Amount specified in Exhibit B of
18 SUBRECIPIENT's BUDGET. Reimbursement for the payment of eligible project expenses shall
19 be made in accordance with the budget specified in Exhibit B of SUBRECIPIENT's BUDGET.

20 B. Funds from COUNTY to SUBRECIPIENT shall be disbursed subsequent to
21 availability of funds from HUD to COUNTY. SUBRECIPIENTS acknowledge that HUD funds are
22 not meant to replace or supplant other sources of funding.

23 C. Funds shall not be disbursed for any costs incurred prior to the certification by
24 COUNTY and/or HUD of Certificate(s) of Insurance, as further defined in Section VII and
25 Section XII of this CONTRACT.

26 D. Payment of Project Activities

27 1. COUNTY will reimburse SUBRECIPIENT for eligible project-related costs
28 only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis
29 beginning on September 30, 2009, and must provide adequate documentation as required by
30 COUNTY in accordance with the COUNTY's OC Community Resources Policy on Documenting
31 Subrecipient Costs. In addition, SUBRECIPIENT will provide a progress performance report
32 (i.e., Monthly Performance Report, hereinafter referred to as "MPR" Information Form,
33 Quarterly Performance Report, hereinafter referred to as "QPR" Information Form, and Annual
34 Performance Report, hereinafter referred to as "APR" Information Form) for the time period
35 covered, as prescribed by COUNTY. Failure to provide any of the required documentation and
36 reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or
37 return the entire reimbursement package to SUBRECIPIENT, until such documentation and

1 reporting has been received and approved by COUNTY.

2 2. If SUBRECIPIENT has no request for reimbursement during any month
3 during the term of this CONTRACT, a MPR or QPR, including an explanation as to why no
4 invoices were being processed, shall be required in lieu of a request for reimbursement.

5 3. The following "Required Expenditure Threshold" criteria have been
6 established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of
7 funds received through this CONTRACT. The criteria thresholds below are consistent with the
8 criteria used by OC COMMUNITY RESOURCES to determine performance including, but not
9 limited to, determinations of future award of funds, additional funding requests and/or
10 determinations for the recapture of funding.

11 4. The breakdown below represents contract end date of June 30, 2010.

<u>Milestone Dates/Quarters</u>	<u>Minimum Required Expenditure Threshold</u>
December 31, 2009 (2 nd Quarter)	50% of Contracted Amount Expended
March 31, 2010 (3 rd Quarter)	80% of Contracted Amount Expended
June 30, 2010 (4 th Quarter)	100% of Contracted Amount Expended

20 5. SUBRECIPIENT will have thirty (30) days following the expiration
21 of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred
22 during the CONTRACT period or on an annual basis as determined by COUNTY. After the
23 thirty (30) day period for submitting invoices has expired, COUNTY shall reallocate the
24 remaining balance under this CONTRACT for other program purposes and HPRP activities to
25 another program and SUBRECIPIENT shall be ineligible for any further reimbursement.

26 E. SUBRECIPIENT shall further be responsible for SUBRECIPIENT's BUDGET which
27 is incorporated by reference, and attached as Exhibit B.

28 F. Cash Advance

29 Under this CONTRACT and applicable rules and regulations, cash advance may
30 be acceptable.

31 Definition: A one-time, lump sum of funds advanced to SUBRECIPIENT, at the
32 discretion of Director, providing SUBRECIPIENT demonstrates an urgent need for funds and
33 meets certain requirements, as specified below.

34 Provisions: If SUBRECIPIENT satisfactorily demonstrates that it shall incur
35 costs prior to the effective date of this CONTRACT:

36 1. DIRECTOR may authorize a one-time cash advance to SUBRECIPIENT,
37 which shall be deducted from the first reimbursement request, providing the following

1 provisions are met:

2 a. SUBRECIPIENT provides the following documentation to
3 COUNTY to demonstrate that the SUBRECIPIENT will not be able to pay incurred costs without
4 funds being advanced:

5 i. Letter signed by an authorized representative of
6 SUBRECIPIENT,

7 ii. Printed on official stationary/letterhead of
8 SUBRECIPIENT,

9 iii. Written request must include reasonable justification
10 for the cash advance, including attached documentation supporting the urgent need for a cash
11 advance.

12 b. SUBRECIPIENT certifies that upon receipt of cash advance,
13 monies will be disbursed within the first invoice submittal period, unless otherwise approved
14 by COUNTY. First invoice submittal is due within 45 days of issuance of cash advance.

15 2. SUBRECIPIENT shall be allowed only one (1) cash advance during the
16 full term of this contract, including extensions thereof.

17 VII. GENERAL ADMINISTRATION

18 A. SUBRECIPIENT shall provide the oversight, administration and project
19 management necessary to accomplish all contracted activities in a timely manner.
20 SUBRECIPIENT also agrees to comply with all applicable federal, state and local laws and
21 regulations governing the funds provided under this CONTRACT.

22 B. Independent Contractor

23 Nothing contained in this CONTRACT is intended to, or shall be construed in any
24 manner, as creating or establishing the relationship of employer/employee between the
25 parties. SUBRECIPIENT and its subcontractors shall at all times remain independent
26 contractors with respect to the services to be performed under this CONTRACT. COUNTY shall
27 be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or
28 medical insurance and Workers' Compensation Insurance as SUBRECIPIENT is an independent
29 contractor.

30 C. Hold Harmless

31 SUBRECIPIENT shall hold harmless, defend with counsel approved in writing by
32 COUNTY and indemnify COUNTY, its elected and appointed officials, officers, employees,
33 agents and those special districts and agencies which COUNTY's Board of Supervisors acts as
34 the governing board ("COUNTY INDEMNITIES") from any and all claims, actions, suits,
35 charges and judgments whatsoever including but not limited to personal injury or property
36 damage that arise out of SUBRECIPIENT's and/or its subcontractor's use of funds,
37 performance or nonperformance of the project and/or scope of work called for in this

1 CONTRACT.

2 D. Assignability

3 SUBRECIPIENT shall not assign or transfer any interest in this CONTRACT
4 without the prior written consent of COUNTY.

5 E. Subcontracts

6 1. SUBRECIPIENT shall submit all subcontract agreements to COUNTY for
7 review and consent prior to entering into such subcontracts.

8 2. SUBRECIPIENT shall assume responsibility for all subcontracted services
9 to assure CONTRACT compliance.

10 3. SUBRECIPIENT shall cause this CONTRACT, in its entirety, to be included
11 in and made a part of any subcontract executed in the performance of this CONTRACT.

12 4. SUBRECIPIENT shall monitor all subcontracted services on a quarterly
13 basis to assure CONTRACT compliance. Results of said monitoring efforts shall be
14 summarized in written form, and supported with documented evidence of follow-up action(s)
15 to correct any area(s) of CONTRACT non-compliance. Documentation shall made be available
16 for periodic monitoring by representatives of COUNTY and/or HUD.

17 F. Fair Housing

18 SUBRECIPIENT shall affirmatively further fair housing in accordance with 24
19 CFR 5.105(a).

20 G. Insurance

21 No costs shall be incurred and no funds shall be disbursed prior to written
22 certification of approval by COUNTY of insurance fulfillment.

23 1. SUBRECIPIENT, at its own expense, agrees to deposit with COUNTY prior
24 to the execution and provision of services under this CONTRACT, Certificates of Insurance,
25 including all endorsements required herein, necessary to satisfy COUNTY that the insurance
26 provisions of this CONTRACT have been complied with, and to keep such insurance and the
27 certificates therefore on deposit with COUNTY during the entire term of this CONTRACT. In
28 addition, all contractors and subcontractors performing work on behalf of SUBRECIPIENT
29 pursuant to this CONTRACT shall be covered under SUBRECIPIENT's insurance or shall obtain
30 insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.
31 SUBRECIPIENT shall require that any contractor or subcontractor working for SUBRECIPIENT
32 have the insurance required by this section and not allow contractors or subcontractors to
33 work if the contractors or subcontractors have less than the level of coverage required by the
34 COUNTY under this CONTRACT. SUBRECIPIENT shall provide notice of the insurance
35 requirements to every contractor or subcontractor, and to receive proof of insurance prior to
36 allowing any contractor or subcontractor to begin work. Such proof of insurance must be
37 maintained by SUBRECIPIENT through the entirety of this CONTRACT for inspection by

1 COUNTY representative at any reasonable time. All insurance policies required by this
 2 CONTRACT shall declare any deductible or self-insured retention (SIR) in an amount in excess
 3 of \$25,000 (\$5,000 for automobile liability) which shall specifically be approved by COUNTY
 4 Executive Office/Office of Risk Management. SUBRECIPIENT shall be responsible for
 5 reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or
 6 deductibles shall be clearly stated on the Certificate of Insurance.

7 2. SUBRECIPIENT shall maintain insurance acceptable to COUNTY in full
 8 force and effect throughout the term of this CONTRACT. If SUBRECIPIENT fails to maintain
 9 insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate
 10 this CONTRACT.

11 3. The policy or policies of insurance must be issued by an insurer licensed
 12 to do business in the State of California (California Admitted Carrier).

13 4. Minimum insurance company ratings as determined by the most current
 14 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com
 15 shall be A- (Secure Best's Rating) and VIII (Financial Size Category). SUBRECIPIENT will file
 16 with COUNTY, prior to the commencement of performance of services under this CONTRACT,
 17 an original Certificate of Insurance and all required endorsements evidencing that coverage
 18 required by this CONTRACT is in effect.

19 5. If the carrier is a non-admitted carrier in the State of California, COUNTY
 20 Executive Office/Office of Risk Management retains the right to approve or reject carrier after
 21 a review of the company's performance and financial ratings.

22 6. The policy or policies of insurance maintained by SUBRECIPIENT shall
 23 provide the minimum limits and coverage as set forth herein below:

<u>Coverage</u>	<u>Minimum Limits</u>
25 Commercial General Liability to 26 include a Broad Form Property 27 Damage Endorsement 28 and Contractual Liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
29 Automobile Liability including coverage for 30 all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
31 Workers' Compensation	Statutory
32 Employer's Liability	\$1,000,000 per occurrence
33 Sexual Misconduct Liability	\$1,000,000 per occurrence

34 7. Each insurance policy required by this CONTRACT shall be endorsed to
 35 contain the following provisions:

1 a. This insurance shall not be changed, cancelled, limited in scope of
2 coverage or non-renewed until after 30 days written notice has been given to County of
3 Orange/OC COMMUNITY RESOURCES (Endorsement must be attached to Certificate of
4 Insurance). If a 30-day notice of cancellation endorsement is not received, the cancellation
5 clause must include language as follows which edits the pre-printed ACORD certificate:

6 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
7 EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS
8 WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL~~
9 ~~SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE~~
10 ~~COMPANY, ITS AGENT OR REPRESENTATIVE.~~

11 b. All rights of subrogation are hereby waived against COUNTY, its
12 elective and appointed officials, officers and employees when acting within the scope of their
13 employment or appointment, and COUNTY and their Board or Commissions which are
14 governed by COUNTY Board of Supervisors. (Endorsement must be attached to Certificate of
15 Insurance).

16 c. With respect to the operations of the named insured, operations
17 performed on behalf of COUNTY, COUNTY shall be added as an additional insured on all
18 insurance policies required by this Contract except for Workers' Compensation/Employers'
19 Liability. (Endorsement must be attached to Certificate of Insurance).

20 d. SUBRECIPIENT is aware of the provisions of Section 3700 of the
21 California Labor Code which requires every employer to be insured against liability for
22 Worker's Compensation or be self-insured in accordance with the provisions of that code. The
23 SUBRECIPIENT will comply with such provisions and shall furnish the COUNTY satisfactory
24 evidence of such compliance for the period of this contract, statutory Worker's Compensation
25 Insurance and Employer's Liability Insurance with minimum limits of \$1,000,000 per
26 occurrences.

27 e. It is agreed that any insurance maintained by COUNTY will apply
28 in excess of, and not contribute with, insurance provided by these policies. (Endorsement
29 must be attached to Certificate of Insurance for the General Liability policy and Sexual
30 Misconduct Liability policy).

31 f. Commercial General Liability policy shall contain a severability of
32 interests clause.

33 8. Insurance information shall be submitted to:

34 *County Of Orange*
35 *OC Community Resources*
36 *Attention: OCCS/Homeless Prevention Division*
37 *1770 North Broadway, 4th Floor*
38 *Santa Ana, California 92706-2642*

1 9. County expressly retains the right to require Contractor to increase or
2 decrease insurance of any of the above insurance types throughout the term of this Contract.
3 Any increase or decrease in insurance will be deemed by County of Orange Risk Manager as
4 appropriate to adequately protect the County. In addition, COUNTY Risk Manager retains the
5 right to require additional insurance coverage as may be deemed appropriate to adequately
6 protect COUNTY. COUNTY's requirements shall be reasonable and shall be designed to assure
7 protection from and against the kind and extent of risks which exist at the time a change in
8 insurance is required.

9 10. COUNTY shall notify SUBRECIPIENT in writing of changes in the
10 insurance requirements. If SUBRECIPIENT does not deposit copies of acceptable certificates
11 of insurance and endorsements with COUNTY incorporating such changes within thirty (30)
12 days of receipt of such notice, this CONTRACT may be in default without further notice to
13 SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

14 The procuring of such required policy or policies of insurance shall not be
15 construed to limit SUBRECIPIENT's liability hereunder nor to fulfill the indemnification
16 provisions and requirements of this CONTRACT.

17 11. INDEMNIFICATION PROVISIONS

18 SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and
19 hold COUNTY, its elected and appointed officials, officers, employees, agents and those
20 special districts and agencies which COUNTY'S Board of Supervisors acts as the governing
21 Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind
22 or nature, including but not limited to personal injury or property damage, arising from or
23 related to the services, products or other performance provided by SUBRECIPIENT pursuant
24 to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of
25 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
26 INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as
27 determined by the court. Neither party shall request a jury apportionment.

28 12. If an applicant knowingly and willfully submits false performance or
29 other data, the COUNTY of Orange reserves the right to reject that proposal. If it is
30 determined that a CONTRACT was awarded as a result of false performance or other data
31 submitted in response to this application, the COUNTY of Orange reserves the right to
32 terminate that contract.

33 13. SUBRECIPIENT shall be required to submit to the COUNTY of Orange, or
34 its designee, periodic status reports, including program expenditures and recipient
35 information. Failure to do so may result in termination of the CONTRACT.

36 14. SUBRECIPIENT acknowledge that, as recipients of Federal Funds they
37 will be required to comply with Federal regulations pertaining to the use of such funds. All

1 regulations will be enumerated in the CONTRACT and will be incorporated by reference. It will
2 be the SUBRECIPIENT's responsibility to assure compliance with applicable regulations. To
3 the extent feasible, the COUNTY of Orange will provide the successful bidder with the
4 applicable Federal regulations.

5 15. The Grant Agreement between HUD and the COUNTY of Orange shall be
6 incorporated by reference into all contracts between the COUNTY of Orange and the
7 SUBRECIPIENT.

8 16. SUBRECIPIENT will ensure an annual financial audit is performed in
9 compliance with the Federal Single Audit Act and will submit a copy of the audit report to the
10 COUNTY of Orange within six months at the end of the SUBRECIPIENT's fiscal year.

11 17. SUBRECIPIENT shall maintain any applicable licenses or permits, and
12 meet any facilities code regulations required for the program(s) funded under the CONTRACT.

13 18. SUBRECIPIENT shall use reporting software as specified by the COUNTY
14 of Orange.

15 19. SUBRECIPIENT shall participate in information networking, training, and
16 coordination meetings as may be provided by the COUNTY of Orange.

17 20. SUBRECIPIENT shall cooperate with related research and evaluation
18 activities as may be required by the COUNTY of Orange.

19 21. SUBRECIPIENT shall comply with all CONTRACT conditions and with any
20 future regulations that may be promulgated by HUD. Failure to comply with any and all of
21 HUD regulations may result in termination of CONTRACT.

22 H. Grantor Recognition

23 SUBRECIPIENT shall insure recognition of the role of OC COMMUNITY
24 RESOURCES in providing services through this CONTRACT. All activities, facilities and items
25 utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In
26 addition, SUBRECIPIENT will include a reference to the support provided herein in all
27 publications made possible with funds made available under this CONTRACT. SUBRECIPIENT
28 will retain documentation of such recognition, which shall be available for periodic monitoring
29 by representatives of COUNTY or HUD.

30 I. Records to be Maintained

31 SUBRECIPIENT shall maintain all records that are pertinent to the activities to
32 be funded under this CONTRACT. Such records shall include, but not be limited to:

- 33 1. Records providing a full description of each activity undertaken;
- 34 2. Financial records;
- 35 3. Records providing income and ethnicity of each beneficiary of the
36 activity being undertaken;
- 37 4. Records and reports (including those pertaining to race, ethnicity,

1 gender, and disability status data) that HUD may require within the timeframe required.

2 J. Retention

3 SUBRECIPIENT shall retain all records pertinent to expenditures incurred under
4 this CONTRACT for a period of five (5) years after the termination of all activities funded
5 under this CONTRACT, or after the resolution of all Federal audit findings, which ever occurs
6 later. Records for non-expendable property acquired with funds under this CONTRACT shall
7 be retained for five (5) years after final disposition of such property. Records for any
8 displaced person must be kept for five (5) years after s/he has received final payment.

9 K. Client Data

10 1. SUBRECIPIENT shall maintain client data demonstrating client eligibility
11 for services provided for a period of five (5) years after the termination of all activities funded
12 under this CONTRACT, or after the resolution of all Federal audit findings, whichever occurs
13 later. Such data shall include, but not be limited to, client name, address, verifiable income
14 level (as documented by income tax returns, employee payroll records, retirement
15 statements, etc., or other third party documentation acceptable to COUNTY, for determining
16 eligibility), and description of service provided. Such information shall be made available to
17 HUD representatives, COUNTY monitors, or their designees, for review upon request.

18 2. SUBRECIPIENT shall develop and implement procedures to ensure the
19 confidentiality of records pertaining to any individual provided family violence prevention or
20 treatment services under any PROJECT assisted under the subject program, including
21 protection against the release of the address or location of any family violence shelter project,
22 except with the written authorization of the person responsible for the operation of the
23 shelter.

24 3. SUBRECIPIENT is required to actively participate and enter into the
25 COUNTY's local Homeless Management Information System/Client Management Information
26 System (HMIS/CMIS) all required client data on a monthly basis. The HMIS/CMIS is a system
27 for tracking the use of homeless programs and related activities producing an unduplicated
28 count of the people using those services.

29 L. Property Records

30 SUBRECIPIENT shall maintain real property inventory records which clearly
31 identify properties improved. Properties retained shall continue to meet eligibility criteria,
32 rental limitations, health, safety and building codes according to federal, state and local
33 requirements.

34 M. Close-Out

35 SUBRECIPIENT's obligation to COUNTY shall not end until all close-out
36 requirements are completed. Activities during this close-out period shall include, but are not
37 limited to: making final payments; submitting final invoice(s), report(s), in accordance with

1 the requirements of paragraph VI.D.5 above, and documentation; disposing of program
 2 assets (including the return to COUNTY of all unused materials and equipment); remitting any
 3 receivable accounts to COUNTY, and determining the custodianship of records.

4 N. Equipment

5 1. SUBRECIPIENT shall use, manage and dispose of equipment in
 6 accordance with 24 CFR 85.32.

7 VIII. PERFORMANCE

8 A. SUBRECIPIENT shall comply with all applicable HUD regulations, as described in
 9 Section VII of this CONTRACT, concerning administrative requirements and maintain records
 10 as to services provided and total number of persons served through the PROJECT, including
 11 but not limited to, population-served analysis (i.e. extremely-low income persons, very-low
 12 income persons, and low-income persons as defined by HUD). Such information shall be
 13 available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted
 14 by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY and specified in
 15 section VI.C.1&2 of the attached Exhibit C.

16 B. SUBRECIPIENT shall submit quarterly reports to COUNTY within 5 days after
 17 end of quarter. Failure to receive reports on a timely manner will result in non-compliance of
 18 contract.

19 C. The following "Performance Threshold" criteria shall be used to assess the level
 20 of performance of the SUBRECIPIENT. Furthermore, the criteria will be considered by OC
 21 COMMUNITY RESOURCES when determining future funding. In order to be considered in
 22 compliance with the following performance criteria, the SUBRECIPIENT must, on or before the
 23 required milestone date, submit to OC COMMUNITY RESOURCES a request for reimbursement
 24 which demonstrates that SUBRECIPIENT has expended funds and met their proposed
 25 accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

26 SUBRECIPIENT is required to submit to COUNTY the Quarterly Performance Report
 27 (QPR), within five (5) days after end of quarter. In addition SUBRECIPIENT is required to
 28 accomplish the minimum expenditure and accomplishment thresholds.

<u>Milestone Dates/Quarters</u>	<u>Minimum Required</u>
	<u>Expenditure Threshold</u>
December 31, 2009	50% of Contracted Amount Expended
(2 nd Quarter-Due 5 days after quarter)	50% of Proposed Accomplishments Met
March 31 st , 2010	80% of Contracted Amount Expended
(3 rd Quarter)	80% of Proposed Accomplishments Met
June 30, 2010	100% of Contracted Amount Expended
(4 th Quarter)	100% of Proposed Accomplishments Met

1 Failure to achieve at least the aforementioned 50% drawdown, without written
2 exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to
3 be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure
4 to achieve the aforementioned 80% drawdown goal, without written exception approved by
5 the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by
6 COUNTY, and will negatively affect future funding to SUBRECIPIENT.

7 D. Should the activity being funded through this CONTRACT be completed,
8 canceled or terminated prior to the termination date set forth herein in Section IV. A.,
9 SUBRECIPIENT shall complete and submit Monthly Performance Reports (MPR), Quarterly
10 Performance Report (QPR) and/or an Annual Performance Report (APR) at the time of the
11 completion, cancellation or termination. Said MPR, QPR and APR Information Form shall
12 consist of a cumulative reporting of project-related expenditure and accomplishments relative
13 to the attached. If activity funded through this CONTRACT is completed, or if funds allocated
14 through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT
15 shall continue to serve its clients for the entire term of this CONTRACT.

16 E. SUBRECIPIENT shall complete and submit a MPR or QPR in support of all
17 requests for reimbursement. Said QPR shall consist of a cumulative report of project-related
18 accomplishments relative to attached *SUBRECIPIENT SCOPE OF SERVICES* for the subject
19 quarter. SUBRECIPIENT shall prepare and submit to COUNTY a monthly MPR, regardless of
20 actual activity.

21 F. SUBRECIPIENT acknowledges that the MPR and/or QPR Forms are monitoring
22 tools that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance
23 relative to this CONTRACT.

24 G. SUBRECIPIENT shall complete and submit an Annual Performance Report (APR)
25 Information Form by July 15, 2010, following the fiscal year in which this CONTRACT is in
26 force, or as designated by COUNTY.

27 H. SUBRECIPIENT shall submit all requested data necessary to complete the
28 Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program
29 accountability and progress in accordance with HUD requirements, in the format and at the
30 time designated by COUNTY.

31 I. SUBRECIPIENT shall submit all requested data necessary to complete 1). The
32 Integrated Disbursement and Information System (IDIS) to draw down HPRP funding and
33 report on grant expenditures, as specified by COUNTY; 2). Report client-level data, such as
34 the number of persons served and their demographic information, in the Homeless
35 Management Information System/Client Management Information System (HMIS/CMIS). The
36 HMIS/CMIS is an electronic data collection system that facilitates the collection of information
37 on persons who are homeless or at risk of becoming homeless, that is managed and operated

1 locally; and 3). Monthly, Quarterly and Annual Performance Reports submittals, as specified
2 by COUNTY. The data collection submittals ensure timely client information and monitor
3 program accountability and progress in accordance with HUD requirements, in the format and
4 at the time designated by COUNTY.

5 IX. PERFORMANCE MONITORING

6 A. Performance monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist
7 of requested and/or required written reporting, as well as onsite monitoring by COUNTY or
8 HUD representatives.

9 B. COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with
10 the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring.
11 COUNTY shall report the findings of each monitoring to SUBRECIPIENT.

12 C. COUNTY shall monitor the performance of SUBRECIPIENT against the goals,
13 outcomes, milestones and performance standards required herein. Substandard
14 performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT
15 for which COUNTY may immediately terminate the CONTRACT. If action to correct such
16 substandard performance is not taken by SUBRECIPIENT within the time period specified by
17 COUNTY, payment(s) will be denied in accordance with the provisions contained in Section VI
18 of this CONTRACT.

19 D. SUBRECIPIENT performance shall be monitored as specified in SUBRECIPIENT's
20 Request for Proposal (RFP) application, which is incorporated by reference.

21 E. SUBRECIPIENT shall perform its services in accordance with SUBRECIPIENT
22 SCOPE OF SERVICES, attached as Exhibit A.

23 X. AUDITS

24 If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed
25 \$500,000 (five hundred thousand dollars and no cents) as specified in OMB Circular A-133-
26 Revised, SUBRECIPIENT shall cause an audit to be prepared at SUBRECIPIENT's expense by a
27 Certified Public Accountant (CPA) who is a member in good standing with the American
28 Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit
29 must be performed in accordance with Generally Accepted Auditing Standards (GAAS)
30 authorized by the AICPA and Federal laws and regulations governing the programs in which it
31 participates. Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit
32 a similarly prepared audit at SUBRECIPIENT's expense even in instances when
33 SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to
34 identify corrective action taken in response to any findings identified by CPA related to their
35 funded activity or program.

36 SUBRECIPIENT shall submit two (2) copies of such audit report, including a copy of the
37 management letter, to COUNTY within six (6) months of the end of each CONTRACT year in

1 which SUBRECIPIENT has received federal funding (i.e. July 1 – June 30). Failure to meet
2 this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT,
3 as well as future funding qualification. SUBRECIPIENTS which are exempt from statutory
4 audit requirements shall maintain records which are available for review by COUNTY or
5 Federal officials. SUBRECIPIENT acknowledges that any and all “Financial Statements”
6 submitted to COUNTY pursuant to this CONTRACT become Public Records and are subject to
7 public inspection pursuant to Sec.6250 et seq. of the California Government Code.

8 XI. FEDERAL ADMINISTRATIVE REQUIREMENTS

9 A. Financial Management

10 1. Accounting Standards

11 SUBRECIPIENT agrees to comply with Office of Management and Budget
12 (hereinafter referred to as “OMB”) Circular A-110 and agrees to adhere to the accounting
13 principles and procedures required therein, utilize adequate internal controls, and maintain
14 necessary source documentation for all costs incurred.

15 2. Cost Principles

16 SUBRECIPIENT shall administer its program in conformance with OMB
17 Circular A-122, “Cost Principles for Non-Profit Organizations”. These principles shall be
18 applied for all costs incurred whether charged on a direct or indirect basis.

19 B. Civil Rights

20 1. Compliance

21 SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of
22 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the
23 Title I of the Housing and Community Development Act of 1974, Section 504 of the
24 Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination
25 Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by
26 Executive Orders 11375 and 12086.

27 2. Nondiscrimination

28 SUBRECIPIENT shall not discriminate against any employee or applicant
29 for employment because of race, color, creed, religion, ancestry, national origin, sex,
30 disability or other handicap, age, marital status, or status with regard to public assistance.
31 SUBRECIPIENT will take affirmative action to insure that all employment practices are free
32 from hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, and
33 termination discrimination. Such employment practices include, but are not limited to, the
34 following: rates of pay or other forms of compensation, and selection for training, including
35 apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees
36 and applicants for employment, notices to be provided by the COUNTY setting forth the
37 provisions of this nondiscrimination clause.

1 a. As stated in section IV.E.9 and section VII.D&E of the attached
2 Exhibit C, SUBRECIPIENTS must comply with all applicable fair housing and civil rights
3 requirements in 24 CFR 5.105(a). In addition, SUBRECIPIENT must make known that HPRP
4 rental assistance and services are available to all on a nondiscriminatory basis and ensure
5 that all citizens have equal access to information about HPRPO and equal access to the
6 financial assistance and services provided under this program.

7 C. Drug-Free Workplace

8 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, seq.) and HUD's
9 implementing regulations at 24 CFR part 21 apply to HPRP.

10 D. Affirmative Action

11 SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative
12 Action Program that encompasses the principles provided in President's Executive Order
13 11246, as revised on January 4, 2002.

14 E. Americans with Disabilities Act

15 SUBRECIPIENT agrees to comply with any federal regulations issued pursuant
16 to compliance with the Americans with Disabilities Act which prohibits discrimination and
17 ensures equal opportunity for persons with disabilities in employment, State and local
18 government services and public accommodations.

19 F. Employment Restrictions

20 1. Prohibited Activity

21 SUBRECIPIENT is prohibited from using funds provided herein, or
22 personnel employed in the administration of the program, for: political, activities, sectarian or
23 religious activities, lobbying, political patronage, and nepotism activities.

24 2. OSHA

25 Where employees are engaged in activities not covered under the
26 Occupational Safety and Health Act of 1970, they shall not be required or permitted to work,
27 be trained, or receive services in buildings or surroundings or under working conditions which
28 are unsanitary, hazardous or dangerous to the participants' health or safety.

29 3. Hatch Act

30 SUBRECIPIENT agrees that no funds provided, nor personnel employed
31 under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political
32 activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq.

33 4. Conflict of Interest

34 SUBRECIPIENT agrees to abide with 24 CFR 85.36(b)(3), and non-profit
35 SUBRECIPIENT shall comply with 24 CFR 84.42, and OMB Circular 110 with respect to
36 conflicts of interest, and agrees that it presently has no financial interest and shall not acquire
37 any financial interest, direct or indirect, which would conflict in any manner or degree with the

1 performance of services required under this CONTRACT. SUBRECIPIENT further agrees that
2 in the performance of this CONTRACT no person having such a financial interest shall be
3 employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions
4 apply to any person who is an employee, agent, consultant, officer, or elected official or
5 appointed official of SUBRECIPIENT or any designated public agencies which are receiving
6 funds under the HPRP Entitlement Program, as further referenced in attached Exhibit C.

7 G. Copyright

8 If this CONTRACT results in any copyrightable material, COUNTY and/or grantor
9 agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce,
10 public or otherwise use and to authorize others to use, the work (i.e., photographs and the
11 like) for government purposes.

12 H. Religious Organization

13 Equal participation of religious organizations: Organizations that are religious or
14 faith-based are eligible, on the same basis as any other organization, to participate in HPRP.
15 Neither the federal government nor a grantee shall discriminate against an organization on
16 the basis of the organization's religious character or affiliation. Further guidance on religious
17 organizations is referenced in section VII.H of the attached Exhibit C.

18 I. Anti-Lobbying

19 The disclosure requirements and prohibitions of section 319 of the Department
20 of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352)
21 (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP.
22 Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying
23 Activities," any funds, other than federally appropriated funds, that will be or have been used
24 to influence federal employees, members of Congress, or congressional staff regarding
25 specific grants or contracts.

26 XII. ENVIRONMENTAL CONDITIONS

27 A. This CONTRACT does not direct, provide for assistance or loan and mortgage
28 insurance for, or otherwise govern or regulate, real property acquisition, disposition, leasing
29 (other than tenant-based rental assistance), rehabilitation, alternation, demolition, or new
30 construction, or establish, revise or provide for standards for construction or construction
31 materials, manufacturing housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this
32 CONTRACT is categorically excluded from environmental review under the National
33 Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions
34 for administrative and management expenses, tenant-based rental assistance, and supportive
35 services in 24 CFR 50.19(b)(3),(11), and (12), the eligible activities to be assisted under this
36 CONTRACT are categorically excluded from the requirements of the National Environmental
37 Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the

1 related laws and authorities.

2 B. SUBRECIPIENT shall incur no costs for any project-related activity defined in
3 *SUBRECIPIENT SCOPE OF SERVICES* and COUNTY shall not disburse funds prior to
4 certification by COUNTY and/or HUD for environmental compliance.

5 C. SUBRECIPIENT shall provide requested materials to COUNTY for the
6 Environmental Review process required by applicable regulations.

7 D. Habitability Standards: SUBRECIPIENT providing rental assistance with HPRP
8 funds will be required to conduct initial and any appropriate follow-up inspections of housing
9 units into which a program participant will be moving. Units should be inspected on an annual
10 basis and upon a change of tenancy. The minimum habitability standards are listed in
11 Appendix C of the attached Exhibit C. SUBRECIPIENT may require more stringent standards.

12 E. Lead-Based Paint

13 The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as
14 amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851
15 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply
16 to housing occupied by families receiving assistance through HPRP.

17 F. Historic Preservation

18 SUBRECIPIENT agrees to comply with the Historic Preservation requirements
19 set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and
20 the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply
21 to the performance of this CONTRACT.

22 In general, this requires concurrence from the State Historic Preservation
23 Officer for all rehabilitation and demolition of historic properties that are fifty years old or
24 older or that are included on a Federal, State, or local historic property list.

25 G. Energy Efficiency Standards

26 SUBRECIPIENT agrees to comply with the California Energy Commission
27 Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building
28 Efficiency Energy Standards), in regard to construction and property development, when
29 applicable.

30 H. Non-Profit Status

31 CONTRACTOR certifies that:

32 1. CONTRACTOR hereby attests that as of the date of the execution of this
33 CONTRACT and throughout the CONTRACT term, the CONTRACTOR is a non-profit
34 organization in good standing and in possession of required non-profit status under the United
35 States Internal Revenue Code (for example, 26 U.S.C. Section 501 (c)(3)).

36 2. CONTRACTOR hereby agrees to advise the COUNTY within 15 days of
37 any change to CONTRACTOR's non-profit status if such occurs at anytime during this

1 CONTRACT.

2 3. If CONTRACTOR is a private nonprofit, CONTRACTOR hereby agrees that
3 members of its Board of Directors will serve in a voluntary capacity and receive no
4 compensation, other than reimbursement for expenses, for their services.

5 XIII. NOTICES

6 Any communication with COUNTY and SUBRECIPIENT concerning this CONTRACT shall
7 be directed as follows:

8
9

10 COUNTY:

11 County of Orange
12 OC Community Resources
13 OC Community Services/Homeless Prevention Division
14 1770 North Broadway, 4th Floor
15 Santa Ana, California 92706-2642
16

17
18

18 SUBRECIPIENT:

19 Organization Name
20 Address
21 City, State, Zip Code
22 Attention:
23

24 ///
25 ///
26 ///
27 ///

1
2 IN WITNESS WHEREOF, SUBRECIPIENT has caused this CONTRACT to be executed by its
3 _____ and its _____ ; COUNTY has caused this
4 CONTRACT to be executed by the Director of the OC Community Resources; all having been
5 duly authorized by the of SUBRECIPIENT and the Orange County Board of Supervisors,
6 respectively.

7
8 SUBRECIPIENT*:

9
10 Organization Name, a Organization Type
11 in the State of California
12

13 By: _____ By: _____
14 Name: Name:
15 Title: Title:
16 Date: Date:

17
18 *For Contractors/Vendors that are a corporation. Signature requirements are as follows:
19 1) One signature by the Chairman of the Board, the President or any Vice President,
20 And
21 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
22 or an Assistant Treasurer.
23 For Contractors/Vendors that are **not a corporation**, the person who has authority to bind
24 the Contractor/Vendor to a CONTRACT must sign on one of the lines above.
25

26
27 COUNTY OF ORANGE, a political
28 subdivision of the State of California

29
30 By: _____
31 Director, OC Community Resources

32
33
34
35 Date: _____
36
37

38
39 COUNTY COUNSEL
40 APPROVAL AS TO FORM:
41 Approval Date