Grant Agreement	Enterprise
Enterprise Community Partners, Inc.	Grant #: 21SG2074
70 Corporate Center	Type of Action: Award
11000 Broken Land Parkway, Suite 700	Effective Date:
Columbia, MD 21044	Grant Amount: \$ 672,000.00
	Period of Performance: 11/24/2020 - 06/30/2022
Enterprise Contact: Tricia Coburn	Grantee DUNS Number:
Email: pcoburn@enterprisecommunity.org	
Grantee Name and Address:	Grantee Contact Information:
San Bernardino County	Gary Hallen
268 W. Hospitality Lane	(909) 260-6522
San Bernardino, CA 92415	gary.hallen@cdh.sbcounty.gov

Disbursement Details and Special Conditions (in case of conflict between Special Conditions and the Standard Terms and Conditions, the Special Conditions shall control):

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise. Grant Proceeds may be disbursed in one lump sum after receipt of signed Disbursement Request Form, Exhibit B. Up-front disbursement requests should be made allowing approximately thirty (30) business days for Grantee to receive the Grant Proceeds.

See Exhibit C, Prime Grant Requirements Rider for Bi-Annual Reporting requirements on page 1. The final report is due on July 31, 2022. Final report template will be sent to Grantee by Dec 31, 2020.

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project. Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan.

This grant agreement sets forth the agreement between the parties and consists of the following documents which are attached and made a part hereof:

Exh A - Scope of Work;Exh B - Budget & Disbursement Forms;Exh C - Prime Grant Requirements Rider;Standard Terms & Conditions;Grant Agreement

This Grant Agreement also includes any modification(s) that may be subsequently executed by the parties.

By signing below, San Bernardino County or its authorized representative hereby understands and agrees to the terms and conditions set forth in this agreement and the attached documents:

For: San Bernardino County

Signature: ______

Name & Title: _____

Date: _____

For: Enterprise Community Partners, Inc.

Signature: ______

Name & Title: _____ Date: _____

STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes, and set forth in <u>Exhibit A.</u>

Grant Proceeds Disbursements

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise. Grant Proceeds may be disbursed in one lump sum or disbursed in multiple disbursements over a period of time. Disbursement requests should be made allowing approximately thirty (30) business days for Grantee to receive the Grant Proceeds. If Grant Proceeds are disbursed over a period of time, Grantee must submit its final disbursement request to Enterprise within sixty (60) days of the expiration of the Period of Performance. Grantee shall also submit all required reports/documentation to Enterprise with final disbursement request or disbursement will be delayed or withheld.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B. If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

Reports

Grantee shall provide progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes. Progress reports should be in a narrative format with an in-depth discussion of the measurable outcomes that were achieved and how the outcomes were achieved. Within sixty (60) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. The report should include significant program achievements and all problems encountered during the Period of Performance.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors, upon at least 24 hours prior written notice to the extent possible.

Modifications and Amendments

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or a budget revision resulting in a change in the salary line or a transfer in the Budget of more than 10% of the Grant Proceeds. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee.

Default and Remedies

If Grantee fails to comply with any terms in this Agreement Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date contained in the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of Grant Proceeds until the Grantee satisfactorily cures the breach. In addition,

Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period, if Grantee fails to cure the breach to the satisfaction of Enterprise. In the event of termination by Enterprise, Enterprise may demand repayment of all Grant Proceeds disbursed to Grantee, which have not been used by Grantee for an eligible expense prior to the date of termination. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

<u>Survival</u>

This Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) if Grantee is in default and Enterprise decides not to terminate and requires that Grantee complete the Work Plan, the date that such Work Plan is completed.

Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee or of any of its employees or agents, except to the extent such claims arise from the gross negligence or willful misconduct of Enterprise, its directors, officers, agents and employees.

Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Personal Information Protection

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act, disclosed; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction.

Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project.

Funder Requirements. Requirements of Enterprise's funder providing the funds in respect of this Subgrant are enclosed hereunder as Exhibit C (the "Prime Grant Requirements"). This Agreement shall be subject to the Prime Grant Requirements.

Exhibit C Prime Grant Requirements Rider

To the extent of any conflict between the Standard Terms and Conditions and this Rider, the provisions of this Rider will control.

(1) <u>Bi- Annual Reporting</u>. In addition to the final report required under the Standard Terms and Conditions, Grantee shall provide Enterprise with additional reporting on a bi-annual basis. Bi-annual reports shall contain: (1) the dollar amount of funds expended for Grantee's project(s); (ii) the location of any properties for which Grant funds are used; (iii) the number of useable housing units produced, or planned to be produced, using Grant funds; (iv) the number of individuals housed, or likely to be housed, using the Grant funds; (v) the number of units, and the location of those units, for which Grant proceeds have been, or are planned to be, capitalized using the funds; and (vi) any lessons learned from use of the Grant proceeds.

Grantee shall submit the use of the expenditures bi-annually 30 days after the reporting periods of January 1 to June 30 and July 1 to December 31. The first report will be due to the Enterprise on July 31, 2021, and the final bi-annual report is due on July 31, 2022. The table below summarizes reporting submission deadlines for this Grant.

Performance Milestones	
Submission of expenditure reporting	July 31, 2021 Jan. 31, 2022
	July 31, 2022

The final reporting required under the Standard terms and conditions shall include: (i) a narrative description of Grantee's use of the Grant funds and the progress that Grantee has made toward achieving the purposes for which this Grant was made; (ii) a financial accounting of Grantee's expenditure of Grant funds (including salaries, travel, and supplies); (iii) copies of any publications resulting from the Grant; and (iv) a report on Grantee's compliance with the terms of this Agreement. The final report shall respond to each of the items above both for the period covered by the final report and for Grantee's use of all Grant funds and charitable activities from the date of the initial disbursement of this Grant until Grantee expended the last of the Grant funds.

(2) Enterprise may share the reports or any other deliverables or information provided or shared under this Agreement by Grantee with Enterprise's directors, officers, employees, auditors and legal counsel, regulators, funders and the Department of Housing and Community Development, a public agency of the State of California and Grantee expressly releases Enterprise from any liability whatsoever in the use, sharing, or furnishing of such information. In addition Enterprise may publicize the Grant and Grantee in press releases, press conferences or internal or external publications or other communications as Enterprise may deem appropriate in its sole discretion.

- (3) Any portion of the Grant unexpended or not irrevocably committed for purposes contemplated under the Work Plan upon the completion of the period of performance or not used as contemplated under this Agreement shall be returned immediately to the Enterprise, unless otherwise agreed by Enterprise in writing.
- (4) Grantee is required to provide Enterprise with immediate written notification of: (a) Grantee's inability to expend the Grant as contemplated under this Agreement; (b) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; and (c) any modification of the Budget, Work Plan or timeline
- (5) Enterprise reserves the right to discontinue, modify or withhold any payments of this Grant award or to require a total or partial refund of any Grant funds (to the extent not irrevocably committed by Grantee in furtherance the purposes contemplated hereunder) if, in Enterprise's sole discretion, such action: is necessary because Grantee has not complied with the terms and conditions of the Grant and of this Agreement in any material way that would prevent Grantee from fulfilling Grantee's objectives hereunder or is necessary due to Grantee's use of Grant funds for purposes other than as contemplated hereunder; or is necessary for Enterprise to comply with applicable law.
- (6) Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and it employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws.
- (7) With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in the Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.
- (8) Enterprise may request that Grantee acknowledge Enterprise's funder in any external communications concerning the Project and Grantee will agree to accommodate any such request. Additionally, Grantee shall provide Grantor reasonable notice and the option to participate in all events related to the use of Grantor's funds or the Project including, but not limited to, press events.
- (9) Neither Grantee nor its subgrantees or subcontractors shall use any funds disbursed to it under this Agreement for any purpose that is not charitable or educational or for any purpose other than as specified in Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the

outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the Code and the Treasury Regulations promulgated thereunder. Grantor and Grantee agree and acknowledge that the activities described under the Work Plan (as set forth under Exhibit A) are in furtherance of a charitable purpose within the meaning set forth in Code Section 170(c)(2)(B)."

(10) Neither Enterprise, nor any of its respective affiliates, officers, directors, employees, consultants or advisors (the "Enterprise Parties") shall be liable to Grantee or any of its subgrantees or subcontractors, their respective officers, directors, employees, contractors, consultants, tenants or advisors or to the (the "Grantee Parties") for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, indirect, exemplary, special, incidental, or consequential damages, punitive losses, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Agreement, nor shall the Enterprise Parties be required to indemnify or insure the Grantee Parties against any such liability.

EVIDENCE OF INSURANCE

Grantee shall maintain the following insurance coverage requirements set forth under Schedule A hereto, is also responsible for its subcontractors maintaining sufficient limits of the same insurance coverage. Prior to disbursement of any Grant funds, Grantee shall provide evidence satisfactory to the Enterprise of its compliance with these insurance requirements.

If the Grantee is a public entity and is self-insured, in whole or in part, as to any of the required types and levels of coverage, Grantee shall provide Enterprise with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If Grantee abandons its self-insured status at any time after execution of this Agreement, Grantee shall immediately notify Enterprise, and shall promptly comply with the insurance coverage requirements under this Agreement.

Schedule A – Insurance Requirements

Insurance (for Grantee and Subcontractors, as applicable)

Certificate of Insurance (ACORD 25) evidencing <u>Grantee's/Commercial General Liability Insurance</u> in amounts not less than:

- \$1,000,000 per occurrence/ per location or per project aggregate (for more than one loc),
- \$2,000,000 in the annual aggregate,
- \$2,000,000 products/completed operations aggregate
- 1. naming ENTERPRISE COMMUNITY PARTNERS, INC. as an <u>Additional Insured</u>;
- 2. Deductible should be no more than \$5,000.
- 3. Must include list of exclusions
- 4. No warranties
- 5. Policy shall not contain an exclusion for loss caused by molestation, abuse, assault and battery.
- 6. Endorsements should include:
- a. Additional Insured including premises operations and Product/Completed Operations
- b. Waiver of Subrogation
- c. 30-day notice of cancellation

Certificate of Insurance (ACORD 25) evidencing <u>Grantee's/Subcontractor's Worker's Compensation</u> <u>Insurance</u> (in amounts consistent with state statutory requirements), and naming ENTERPRISE COMMUNITY PARTNERS, INC. as <u>Certificate Holder</u>. Named Insured must be Grantee's full legal name.

Certificate of Insurance (ACORD 25) evidencing Grantee's/ Subcontractor's Auto Insurance

- in amount not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.
- Waiver of Subrogation
- 30 day notice of cancellation endorsement
- naming ENTERPRISE COMMUNITY PARTNERS, INC. as an <u>Additional Insured</u> with Primary Non-Contributory language.

Umbrella Liability Insurance providing excess coverage over Employers Liability, Business Auto Liability and General Liability with a \$5,000,000 per claim limit and \$5,000,000 aggregate.

Commercial Crime Insurance, including coverage for Employee Dishonesty and Computer Fraud, for loss or damage arising out of or in connection with fraudulent or dishonest acts committed by the employees of Grantee, acting alone or in collusion with others, including all funds of others in their care, custody or control, with a limit per occurrence of \$500,000.

REQUIREMENTS FOR ALL INSURANCE:

• Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size

Category of at least VI,

- Named Insured must be Grantee's full legal name,
- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:

ENTERPRISE COMMUNITY PARTNERS, INC. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, MD 21044



Grant Recipient

Scope of Work Narrative – Exhibit A

Grantee Name and Address:

San Bernardino County 268 W. Hospitality Lane San Bernardino, CA 92415

Grant Number: 21SG2074

Abstract:

The County of San Bernardino will use \$672,000 to fund operating subsidies for Pacific Village, a Project Homekey site, to promote project feasibility. Project Homekey is a program of the State of California administered by the Department of Housing and Community Development (HCD for the purpose of protecting Californians experiencing homelessness who are at high risk for serious illness and are impacted by COVID-19. All work under this scope will be completed and all grant expenses for operating subsidies will be incurred and expended by June 30, 2022.

Narrative and Activity Descriptions: (please limit this main narrative and activities section to 2 pages)

Pacific Village is an Interim Housing Project in collaboration between the County of San Bernardino ("County") and LaBarge Industries, Inc. The project consists of 28 doors consisting of a single-family home, two apartments and relocating 20 travel trailers to the site. The Project site is within 1/3 of a mile of a public bus stop. The Project site is within 1/2 of a mile of essential services, such as grocery stores, health facilities, hospitals, pharmacies, and a library. The Project will accept tenants from the Coordinated Entry System (CES) based on assessments of particular vulnerability. The County and Co-Applicant will partner to directly provide on-site services, property management and to coordinate offsite services. The County will partner with Human Services to directly provide case management and supportive services.

Enterprise grant funds will be used specifically for to fund operating costs of the Homekey project. The operating costs covered by this grant must be expended by June 30, 2022.

Budget Narrative:

The total grant award represents the amount necessary for the project to reach break-even operations during its first two years of operations. Eligible costs that the funds may be used for include:

- Administrative Expenses
- Utilities Expenses
- Operating and Maintenance Expenses
- Taxes and Insurance
- Supportive Services Costs



Grant Recipient

Scope of Work Narrative – Exhibit A

MEASURABLE OUTCOMES

The grant will allow the Homekey project to capitalize operating subsidies for 28 units of housing for formerly homeless households, including the provision of significant services to support housing stability. The bi-annual reports will include an update on the following measurable outcomes:

(1) the dollar amount of funds expended for Grantee's project(s); (ii) the location of any properties for which Grant funds are used; (iii) the number of useable housing units produced, or planned to be produced, using Grant funds; (iv) the number of individuals housed, or likely to be housed, using the Grant funds; (v) the number of units, and the location of those units, for which Grant proceeds have been, or are planned to be, capitalized using the funds; and (vi) any lessons learned from use of the Grant proceeds.

Enterprise funds will be used to provide rental assistance to fund operating costs to persons experiencing homelessness or at risk of homelessness in transitional or interim housing projects. The Area Median Income (AMI) to be served will be 30% or less and the projects will be restricted for a minimum of 10 years. These funds will assist up to 28 units for first 2 years of the project.

Exhibit B - Disbursement Request Form

	BACKUP DOCUMENTATION REC	UIRED	D V	Check for Payment by Check Check for Payment by ACH
Grant Number:	21SG2074			
Budget Modification #: If changes to your budget are required, contact your Grant Specialist.	#N/A			
Grantee Name:	San Bernardino County			
Address:	268 W. Hospitality Lane			
City, State, Zip:	San Bernardino, CA, 92415			
Contact Name:	Gary Hallen			
Telephone Number:	(909) 260-6522			
E-mail Address:	gary.hallen@cdh.sbcounty.gov			
Peric	od of Performance:	11/24/2020	through	6/30/2022

Billing Period:

(should match period of Activity Report)

Total Amount Previously Current Request Available Budget Budget Requested Salaries (by position) *Salaries must be unburdened. \$ -\$ -Total Salaries: \$ \$ \$ \$ ----**Fringe Benefits** (% of salaries or actual costs) \$ \$ \$ _ --**Subcontracted Consultants** (by type) \$ -\$ -Total Consultants: \$ \$ \$ \$ ----**Other Direct Costs** Other Direct Costs 672,000.00 672,000.00 \$ \$ 672,000.00 \$ \$ 672,000.00 **Total Other Direct Costs:** \$ \$ --% \$ \$ Indirect Costs \$ --_ Budget Total: \$ 672,000.00 \$ \$ \$ 672,000.00 --Match Total (if applicable): \$ \$ \$ ---

through

Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Typed of Printed Name and Title

Signature of Grantee's Authorized Certifying Official

Date

672,000.00