

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA as**  
**ADMINISTRATIVE ENTITY FOR THE**  
**SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE**  
**AND**  
**FIGHTING BACK SANTA MARIA VALLEY**

**Santa Maria Homeless Youth Collaborative**  
**State of California Homeless Emergency Aid (HEAP) Program**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and Fighting Back Santa Maria Valley (FBSMV) (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 201 S. Miller St Suite 107, Santa Maria, CA 93454.

**WITNESSETH THAT:**

**WHEREAS**, the Homeless Emergency Aid Program (HEAP) ("Program") has been established by the State of California pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018); and

**WHEREAS**, the Program is administered by the California Homeless Coordinated and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"); and

**WHEREAS**, the Agency provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA); and

**WHEREAS**, COUNTY qualifies as the Administrative Entity (AE) as defined in the September 5, 2018 HEAP NOFA to administer and distribute State HEAP funds allocated to the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"); and

**WHEREAS**, the COUNTY Community Services Department ("CSD") will act as the AE on behalf of the Santa Maria/Santa Barbara County Continuum of Care Service Area in the administration of this Agreement; and

**WHEREAS**, pursuant to COUNTY's Agreement with the State to perform all work required under the HEAP Program and also specified in the COUNTY's HEAP Notice of Funding Availability (NOFA), SUBRECIPIENT has been designated as an eligible and qualified subrecipient for HEAP funds, and is awarded the sum of Nine Hundred Thousand dollars (\$900,000) for eligible activities in accordance with federal (24 CFR Part 576.103, 105-106, 400) and State regulations (Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statues of 2018), 25 CCR Section 8409(b), and Welfare and Institutions Code Division 8, Chapter 6.5 8255(b)), to be used by SUBRECIPIENT to provide services as set forth in Section I of this Agreement for the Home for Good Santa Barbara County program (herein called the "PROJECT"); and

**WHEREAS**, PROJECT's time of performance will begin on June 4, 2019 ("Operating Start Date") through June 30, 2021. This Agreement terminates October 31, 2021; and

WHEREAS, any funds not expended by June 30, 2021 will no longer be available to the PROJECT and will be returned to the Agency and will revert to the State General Fund;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that:

**I. SCOPE OF SERVICES**

**A. General**

All services under this Agreement will be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services will be provided under the supervision of SUBRECIPIENT's Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT's and subcontractors' staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

**B. Services**

1. Eligible Activities

Activities funded by the Program are limited to the program components and eligible activities, as defined in 24 CFR 576.103, 105-106 and State Regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b). All State-funded HEAP activities shall operate in a manner consistent with the requirements of 25 CCR Section 8409(b), referred to as "Core Practices" and Welfare and Institutions Code Division 8, Chapter 6.5 8255 (b), referred to as "Core Components of Housing First", including but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

2. Services to be Provided

SUBRECIPIENT shall be responsible for providing countywide street outreach and housing navigation services, rental assistance, leasing, bridge housing and training, and will purchase capital equipment and technology to support street outreach/navigation centers in accordance with 24 CFR 576.103, 105-106 and State Regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b) and as set forth in Exhibit A.

**C. Staffing**

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with State HEAP funds, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by CSD through an amendment to the budget in Exhibit B. All services shall be performed by SUBRECIPIENT or under SUBRECIPIENT's supervision. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All services shall be performed by qualified and experienced personnel who are not employed by COUNTY or the State. SUBRECIPIENT represents and warrants that the services to be performed will conform to the requirements of this Agreement; all applicable federal, state and local laws; and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of SUBRECIPIENT to practice their professions.

**D. Levels of Accomplishment – Goals and Performance Measures**

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State as set forth in Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b) and in the September 5, 2018 HEAP NOFA.

**E. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT as set forth in Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and in the September 5, 2018 HEAP NOFA. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

**F. COUNTY Recognition**

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing HEAP Program funds made available under this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled or provided with signage as to funding source. In addition, SUBRECIPIENT shall include a reference to the support provided by COUNTY that is made possible with HEAP Program funds made available under this Agreement.

**II. TERM**

**A. Time of Performance**

This Agreement shall begin on June 4, 2019 (Operating Start Date) and shall terminate on October 31, 2021, unless suspended or terminated earlier or there are no HEAP funds available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date, June 4, 2019 shall be completed by June 30, 2021. Any funds not expended by June 30, 2021 will no longer be available to the PROJECT and will be returned to the Agency and will revert to the State General Fund;

**B. Close-outs**

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over State HEAP funds, including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

### III. BUDGET

The budget for SUBRECIPIENT's services, specifying HEAP-funded line items shall be as set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. Any amendments to the budget shall require prior written approval by both CSD and SUBRECIPIENT in accordance with Section VI.E.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the federal guidelines pursuant to 24 CFR Part 576.103, 105-106, 400 and State regulations pursuant to Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b) and in the September 5, 2018 HEAP NOFA. SUBRECIPIENT shall comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

SUBRECIPIENT further agrees to utilize State HEAP Program funds available under this Agreement to supplement rather than supplant funds otherwise available.

### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$900,000**. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter SUBRECIPIENT may request reimbursement for its expenditures. SUBRECIPIENT shall submit a completed ESPR together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct payment request. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit F.

### V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Notices may be sent by facsimile or other electronic means if the party to be noticed consents to the delivery of the notice by facsimile or such electronic means and if the party required to give notice delivers such notice via mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Notices and other written communications concerning this Agreement shall be directed to the following representatives:

**COUNTY**

Dinah Lockhart, Deputy Director  
County of Santa Barbara  
Community Services Department  
Housing and Community Development Division  
123 E. Anapamu St., Second Floor  
Santa Barbara, CA 93101  
Office: (805) 568-3520  
Fax: (805) 560-1091

**SUBRECIPIENT**

Edwin Weaver, Executive Director  
Fighting Back Santa Maria Valley  
201 S. Miller Street, Suite 107  
Santa Maria, CA 93454  
Office: (805) 346-1774  
Fax: (805) 621-5859

**VI. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 576.103, 105-106, 400. SUBRECIPIENT also agrees to comply with the terms of the award under California regulations, Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), and Welfare and Institutions Code Division 8, Chapter 6.5 8255(b), (“State Regulations”), attached hereto and incorporated as Exhibit G, including the grant agreement, assurances in an application, or a notice of award and all other applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the State HEAP Program funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT will be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending HEAP Program funds provided under this agreement.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall at all times remain an independent contractor with respect to services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT’s behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: Federal Insurance Contributions Act (FICA) tax, unemployment insurance contributions, income tax, disability insurance and workers’ compensation insurance. In addition, SUBRECIPIENT understands and acknowledges that neither it nor its employees or subcontractors shall be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers’ compensation and protection of tenure.

**C. Insurance and Indemnification**

SUBRECIPIENT shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

**D. Workers' Compensation**

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit E.

**E. Changes or Amendments**

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or SUBRECIPIENT from its obligations under this Agreement that are not changed by the amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

If this Agreement is executed on behalf of COUNTY by the County Purchasing Agent (or designee) or the Director of CSD (or designee) or both, the same duly authorized representative(s) shall execute any amendments to this Agreement in the same fashion subject to all other applicable requirements set forth herein. If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner except the Director of CSD or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each State HEAP-funded Budget line item in excess of ten percent (10%), provided that the overall amount of the HEAP Program funds is not increased; and (b) additions to or deletions of State HEAP-funded line items in the Budget; provided that all expenditures are eligible pursuant to 24 CFR Part 576.103, 105-106, 400 and California regulations, Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), and that the overall amount of the HEAP Program funds is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

**F. Suspension or Termination**

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 576.501(c), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or State Regulations, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;

- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of State HEAP Program funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

- For Convenience.** In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.

4. If the State demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

**G. STATE and COUNTY Enforcement of HEAP Program Requirements**

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of State HEAP Program funds, based on performance measures used by the State regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), Welfare and Institutions Code Division 8, Chapter 6.5 8255(b), and the September 5, 2018 HEAP NOFA. COUNTY will take action if COUNTY determines that SUBRECIPIENT is not complying with the federal or State HEAP Program requirements or this Agreement.

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards

SUBRECIPIENT agrees to comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

Program income may be used by the SUBRECIPIENT to meet the cost sharing requirement of the State HEAP award, provided the costs are eligible HEAP costs that supplement the SUBRECIPIENT'S HEAP program.

4. Indirect Costs

SUBRECIPIENT receiving State HEAP funds may charge an indirect cost allocation to its grant under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the HEAP activity unless a higher limit for the indirect cost allocation has been previously approved.

5. Procurement

SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and County Code Chapter 2, Article VI concerning the purchase of services, supplies or equipment and concerning the required maintenance of inventory and records for all services, equipment and supplies procured with funds provided herein. In addition, SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 2400



Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6. Travel

SUBRECIPIENT shall obtain written approval from COUNTY for the use of any funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

7. Administrative Requirements

SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with its subparts and appendices. State HEAP Program funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT.

**B. Documentation and Record Keeping**

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required and described by State Regulations relating to the HEAP Program, including, but not limited to, State regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and the September 5, 2018 HEAP NOFA, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that SUBRECIPIENT followed written intake procedures to verify “homeless” or “at risk of homelessness” status of project participants as defined in State regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and the September 5, 2018 HEAP NOFA;
- b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of State HEAP Program funds for the performance of eligible activities;
- e. Financial records as required by 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- f. Other records necessary to document compliance with State regulations (Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), and Welfare and Institutions Code Division 8, Chapter 6.5 8255(b).

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided in accord with State regulations (Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018)). Such data shall

include, but not be limited to, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.

- b. SUBRECIPIENT shall participate in HMIS or maintain a comparable database in accord with State Regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), and the September 5, 2018 HEAP NOFA.

3. Retention

- a. SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date of the termination of this Agreement. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
- b. SUBRECIPIENT agrees that COUNTY, Agency or their designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The SUBRECIPIENT agrees to provide the COUNTY, Agency or their designees with any relevant information requested. The SUBRECIPIENT agrees to permit COUNTY, Agency or their designees access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850 and HEAP program guidance documents published on the State's website.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing (hereinafter "Documents") produced, prepared or caused to be produced or prepared by SUBRECIPIENT, its officers, employees, agents, representatives, contractors and subcontractors, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, may be prohibited under federal or state law unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. COUNTY shall disclose any information required by state or federal law, unless there is an applicable exception.

6. Audits and Inspections

Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, State or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for possible audit for a minimum of five (5) years from the expiration date of this Agreement.

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, State, HUD or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the HEAP Program.

**C. Reports**

SUBRECIPIENT shall provide COUNTY with a HEAP Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of July, October, January, and April, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State.

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition

(cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of this obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

## **B. Employment Restrictions**

### **1. Labor Standards Requirements**

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

## **C. Conduct**

### **1. Assignability**

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY thereto and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

### **2. Contracts and Subcontracts**

#### **a. Approvals**

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of such agreement. A Contractor or subcontractor is not eligible to receive State HEAP grant funds if the Contractor is not licensed and in good standing in the State of California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

#### **b. Monitoring**

SUBRECIPIENT will monitor all contracted and subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. SUBRECIPIENT shall retain all written reports and submit such reports upon COUNTY's request.

#### **c. Content**

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed by a contractor or subcontractor for that contractor's or subcontractor's performance of this Agreement.

d. Selection Process

SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts and subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process.

e. Insurance

SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement comply with minimum State-required Worker's Compensation insurance and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 576.404, and State Conflict of Interest laws and guidelines, which include, but are not limited to, the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of

interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

- e. The provision of any type or amount of State HEAP assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No SUBRECIPIENT may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018).
- f. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by federal funds.
- g. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HEAP funds if a conflict of interest, real or apparent, would be involved.
- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to State HEAP-funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State HEAP-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State HEAP-funded activity, or with respect to the proceeds derived from the State HEAP-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of STATE, COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any potential conflict of interest.

#### 4. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, it will

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph d. below be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification: "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
- e. Award documents for any subawards shall include the language of paragraphs a, b, c, and d above.

5. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, State, and/or HUD reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the materials, works or inventions for governmental purposes.

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

6. Religious Activities

SUBRECIPIENT agrees that State HEAP funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization. Pursuant to Section 8406 (b) (2) of the State Regulations, SUBRECIPIENT shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

7. Conditions for Religious Organizations

If SUBRECIPIENT represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, SUBRECIPIENT agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. It will not discriminate against any person applying for services under this Agreement on the basis of religion and will not limit services under this Agreement or give preference to persons on the basis of religion; and
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of services under this Agreement.

8. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, SUBRECIPIENT and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. SUBRECIPIENT'S policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation, and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
  - 1. Will receive a copy of SUBRECIPIENT'S drug-free policy statement, and
  - 2. Will agree to abide by terms of SUBRECIPIENT'S condition of employment of subcontract.

9. Child Support Compliance Act

For any SUBRECIPIENT 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
- 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.



## IX. ENVIRONMENTAL CONDITIONS

### A. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. § 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 *et seq.*), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for construction purposes, including rehabilitation.

### C. Lead-Based Paint

Per 24 CFR 576.403(a), SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations set forth in 24 CFR Part 35, subparts A, B, H, J, K, M, and R, that apply to all shelters assisted under the Program and all housing occupied by program participants. All owners, prospective owners, tenants and program participants occupying, possessing or using HEAP-assisted housing constructed prior to 1978 are required to be properly notified that such housing may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Exemptions from these requirements are enumerated in 24 CFR 35.115.

### D. Historic Preservation

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 CFR Part 800, the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

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

### E. Minimum Standards

#### 1. Emergency Shelters

SUBRECIPIENT agrees to comply with the requirements of 24 CFR 576.403(b) for emergency shelters with respect to structures and materials, access, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions and fire safety.

2. Permanent Housing

SUBRECIPIENT agrees to comply with the requirements of 24 CFR 576.403(c) for permanent housing with respect to structures and materials, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions and fire safety.

F. **California Environmental Quality Act**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

X. **SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable, then such provision shall be deemed severable from the remaining provisions hereof, and, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. **SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

XII. **WAIVER**

COUNTY's delay or failure to act with respect to a breach by the SUBRECIPIENT shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIII. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement. Each party waives the future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or change by any oral agreements, course of conduct, waiver or estoppel.

XIV. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XV. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**XVI. NONEXCLUSIVE AGREEMENT**

SUBRECIPIENT understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by SUBRECIPIENT as COUNTY desires.

**XVII. CALIFORNIA LAW**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

**XVIII. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**XIX. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

**XX. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of this Agreement shall prevail over those in the Exhibits.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

"COUNTY"  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

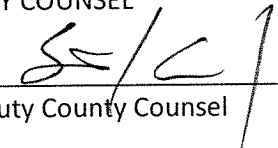
By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:  
BESTY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

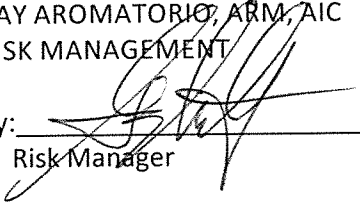
By: \_\_\_\_\_  
Deputy Auditor-Controller

By:   
George Chapian  
Community Services Director

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL


By:   
Deputy County Counsel

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By:   
Risk Manager

"SUBRECIPIENT"

Fighting Back Santa Maria Valley

By:   
Frank Edwin Weaver, Executive Director

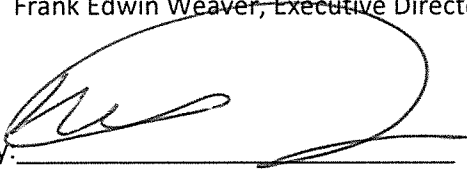
By:   
, President, Board of Directors

EXHIBIT A

**Scope of Services**

State of California Homeless Emergency Assistance Program (HEAP)

<b>Project Title:</b>	Fighting Back Santa Maria Valley - Santa Maria Homeless Youth Collaborative
<b>Agreement Amount:</b>	\$900,000
<b>Time of Performance:</b>	June 4, 2019 – June 30, 2021

**A. INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and Fighting Back Santa Maria valley (FBSMV or “SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section I of the Agreement.

**B. PROJECT DESCRIPTION**

**1. Purpose**

The Santa Maria Homeless Youth Collaborative is comprised of the City of Santa Maria, Fighting Back Santa Maria Valley (FBSMV) and led by FBSMV will provide street outreach, shelter diversion, and housing navigation services, as well as purchasing capital equipment.

SUBRECIPIENT will provide permanent supportive housing for 4 Transitional Aged Youth (TAY) who are homeless or at imminent risk of Homelessness. TAY are identified as a high-risk population specifically TAY who were formerly Foster Youth. SUBRECIPIENT has already established themselves as experts in assisting foster youth obtain their high school diploma, through their Foundations For Success Program.

SUBRECIPIENT has established rapport and relationships with these youth who are on the streets. TAY are at high risk for human trafficking and criminal involvement. The TAY that are not involved with CWS refusing non minor dependent status and support will be provided housing following the housing first model and participating in the coordinated entry system.

Once TAY are safely housed, SUBRECIPIENT will provide case management and crisis intervention services to assist them with their long term goals which will include employment and education services at Allan Hancock, drug and alcohol treatment at Good Samaritan, mental health services through Family Services Agency and connection to other services provided in the community.

SUBRECIPIENT will create a Safe Places Program and contract with a youth crisis counselor and shelter provider to meet the needs of youth who are or are at risk of being homeless. The Safe Place Program is a national youth outreach and prevention program for youth under the age of 18 and in need of immediate housing, help and safety. As a Licensed Safe Place Agency, SUBRECIPIENT will serve as the doorway to youth safety by operating the Safe Place Program. SUBRECIPIENT will obtain the license, train, and add additional partners to establish the program. SUBRECIPIENT will handle the ongoing management and growth of the program to ensure youth have the resources they need. SUBRECIPIENT will then coordinate with local business owners, non-profit organization, fire and police stations, library, faith-based organizations, et cetera to become Safe Place Sites and to create a Safe Place Community. These Safe Place Sites will meet the National

Safe Places Network criteria, and staff will receive orientation and training, provided by the licensed agency, to be a certified site. The SUBRECIPIENT is responsible for assisting Safe Place sites with acquiring Safe Place signage, required training, and is the contact for sites when youth request help.

The SUBRECIPIENT has the capability of providing immediate, short-term, emergency overnight shelter for youth that cannot, or should not return to their own home. SUBRECIPIENT will employ a new crisis counselor and a case manager to provide support and counseling to the youth seeking Safe Place assistance and families who are at shelters.

Along with providing a Safe Place Facility for youth, the SUBRECIPIENT will also implement a texting service, TXT 4 HELP, to receive information about the closest Safe Place location and talk with a professional for more help.

SUBRECIPIENT will purchase a van to transport transitional age youth to their appointments and will be able to assist in the case management of the residents of the acquisitioned property associated with the Loan Agreement. Also, the van will be used in the Safe Places program so that when a staff member arrives to meet a homeless or runaway youth they will recognize the FBSMV van with logo on it providing a sense of legitimacy that a personal staff vehicle does not provide. The van will be used to transport runaway youth to the runaway shelter and the youth's items. The vehicle make and model as well as the estimate purchase price of the van will be preapproved by County HCD staff and will be utilized by the SUBRECIPIENT for proposed HEAP services for a minimum of five (5) years.

**2. Services**

a. General

Services will be provided by SUBRECIPIENT under the supervision of the Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT's staff providing services are appropriate for the persons being served under this project and meet the minimum standards established by pertinent licensing bodies if applicable.

SUBRECIPIENT will be responsible for providing services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving HEAP funds. The County has elected to use standards described in federal Emergency Solutions Grant regulations cited below, in addition to the State of California Health and Safety Code. In addition, All State-funded HEAP activities shall operate in a manner consistent with the requirements of 25 CCR Section 8409(b), referred to as "Core Practices" and Welfare and Institutions Code Division 8. Chapter 6.5 8255 (b), referred to as "Core Components of Housing First", including but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

b. Federal and/or State Regulatory Information

Activity	Federal Regulation	State Regulation
Housing Navigation Housing Relocation & Stabilization Services	24 CFR 576.105	Health & Safety Code Chapter 5 of Part 1 of Division

Housing Search and Placement	24 CFR 578.45	31, and all relevant provisions of SB 850 (Chapter 48, Statutes of 2018)
Street Outreach	24 CFR 576.101	
Rehabilitation	24 CFR 578.45	
Capital Equipment and Technology	N/A	

**3. Levels of Accomplishment**

a. Goals

SUBRECIPIENT will provide the following levels of services during the term of the Agreement:

*Street Outreach/Housing Navigation/Rental Assistance and Leasing*

	Goal
Unduplicated number of homeless persons or persons at imminent or at risk of homelessness	65
Unduplicated number of homeless households or households at imminent or at risk of homelessness	65
Number of instances of service (all services must be documented)	750

b. Performance Measures

SUBRECIPIENT will meet the following performance measures during the term of the Agreement:

*Street Outreach/Housing Navigation/Rental Assistance and Leasing*

	Goal
Number of unsheltered homeless persons becoming sheltered	15
Number of homeless persons entering permanent housing	25
% of adult participants will obtain earned income at project exit	45%
% of adult participants will obtain cash/non-cash benefits at project exit	35%
% of project participants entering permanent housing that will retain permanent housing at 1 year	40%

**C. DATA COLLECTION AND REPORTING**

**1. General**

Data collection must be completed in accordance with the HEAP Notice of Funding Availability issued October 12, 2018 and Health and Safety Code, Chapter 5 of Part 1 of Division 31 and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), and in sufficient detail to determine the project’s progress in meeting the goals and performance measures as set forth in Section B.3.

**2. Report Schedule**

Status Reports are due according to the following schedule:

Period	Due Date
March 1, 2019 – June 30, 2019	July 20, 2019
July 1, 2019 – September 30, 2019	October 20, 2019
October 1, 2019 – December 31, 2019	January 20, 2020
January 1, 2020 – March 31, 2020	April 20, 2020
April 1, 2020 – June 30, 2020	July 20, 2020
July 1, 2020 – September 30, 2020	October 20, 2020



October 1, 2020 – December 31, 2020  
January 1, 2021 – March 31, 2021  
April 1, 2021 – June 30, 2021

January 20, 2021  
April 20, 2021  
July 20, 2021

Disbursement of funds is contingent upon receipt of Status Reports.

### **3. Report Content**

Status Reports must contain the following:

- a. ESG CAPER Subrecipient Report and Annual Performance Report (APR) generated from the Santa Barbara County Homeless Management Information System (HMIS); or for domestic violence programs, comparable reports from a database comparable to HMIS.
- b. Data on goals and permanent measures as set forth in Section B.3.,
- c. Data on funding received for the project from all sources, and
- d. Signature of SUBRECIPIENT's Executive Director or his or her designee attesting to the accuracy of the information submitted.

See Exhibit D for a Status Report sample.

EXHIBIT B

**Budget and Payment Procedures**

**Project Title:** Santa Maria Homeless Youth Collaborative  
**Agreement Amount:** \$900,000  
**Term:** June 4, 2019 – June 30, 2021

**A. INTRODUCTION**

This Budget and Payment Procedures is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and Fighting Back Santa Maria Valley (FBSMV or “SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., II., III., and IV. of the Agreement.

**B. BUDGET**

Exhibit B – Attachment 1 represents the proposed Project Revenue Budget, detailing sources of match documentation.

Exhibit B – Attachment 2 represents the proposed Project Expenditure Budget, detailing lines items to be reimbursed by State HEAP funds.

Changes to Revenue or Expenditure line items to be used for eligible HEAP expenditures in excess of (10%) require an approved Budget Amendment, as does the addition or deletion of Revenue or Expenditure line items to be used for eligible HEAP expenditures. The overall amount of HEAP funds is not to be changed.

**C. PAYMENT REQUESTS**

Payment request must include the following:

1. Expenditure Summary and Payment Request (ESPR) form, a sample of which is found on Exhibit C, containing an itemized list of expenditures for which reimbursement is requested from State HEAP. Adequate documentation of all eligible expenditures must be included in each reimbursement request.
2. Supporting documentation:
  - Third-party invoices or receipts
  - Copies of cancelled checks
  - Payroll registers and time and activity sheets
  - Copies of leases and rent comparability documentation for financial and rental assistance requests

Exhibit B- Attachment 1



**Homeless Emergency Aid Program (HEAP)**  
 Project Budget - Revenues (30 Month Budget)

Project Title Fighting Back Santa Maria Valley  
 Applicant Name Edwin Weaver  
 HEAP Award \_\_\_\_\_ Budget Term: January 1, 2019 - June 30, 2021

Component	Requested Amount
Services	\$ 418,500
Rental Assistance or Subsidies	\$ -
Capital Improvements	\$ 481,500
<b>TOTAL</b>	<b>\$ 900,000</b>

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which HEAP funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	HEAP Funds	Other
<b>HEAP Program (This grant)</b>	\$ 900,000	\$ 900,000	
CDBG - Cities			
CDBG - County			
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
<b>Other Federal Funds (specify program below)</b>			
<b>Other State Funds (specify program below)</b>			
County Human Services Funds			
Other Local Funds: County and City of SB general Funds			
Private Trusts and Foundation Funds			
Fundraising Events			
Donations			
Client Fees			
<b>Other (specify source below)</b>			
<b>Total Revenue</b>	<b>\$ 900,000</b>	<b>\$ 900,000</b>	<b>\$ -</b>

Exhibit B- Attachment 2 (Page 1)



**Homeless Emergency Aid Program (HEAP)**  
Project Budget - Expenses (30 Month Budget)

Project Title Fighting Back Santa Maria Valley  
Applicant Name Edwin Weaver

Expenses Budget Term: January 1, 2019 - June 30, 2021

Expense	Total Program Budget	HEAP Program			
		Services	Rental Assistance or subsidies	Capital Improvements	Other
<b>Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.</b>					
	\$ -	\$ -			
Crisis Intervention - 1 FTE for 24 months 100%	\$ 150,000	\$ 150,000			
Case Manager 1FTE 24 months 100%	\$ 112,320	\$ 112,320			
	\$ -				
<b>Client Services and Direct Assistance</b>					
Rental Assistance	\$ -				
Security Deposits	\$ -				
Utility Assistance	\$ -				
Project Safe Place	\$ 27,330	\$ 27,330			
Moving costs	\$ -				
Homeless Management Information System (HMIS)	\$ -				
Rehabilitation	\$ -				
Acquisition - Escrow closing estimated 5% of purchase	\$ -				
Other (Please specify):	\$ -				
Consultants and Contracts (Includes AmeriCorps)	\$ 6,000	\$ 6,000			
Facility Repairs, Utilities, and Maintenance	\$ 15,750	\$ 15,750			
Telephone, Fax, and Internet	\$ 6,000	\$ 6,000			
Supplies (includes General, Food, )	\$ 9,600	\$ 9,600			
Postage and Shipping	\$ -				
Marketing	\$ -				
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 5,000	\$ 5,000			
Equipment Rental and Maintenance	\$ -				
Insurance	\$ 3,000	\$ 3,000			
<b>Other (specify below)</b>					
VAN	\$ 50,000			\$ 50,000	
Indirect Costs (Maximum 10% of Grant)	\$ 33,500	\$ 33,500			
<b>Total Expenses</b>	<b>\$ 418,500</b>	<b>\$ 368,500</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>
		<b>TOTAL HEAP Portion:</b>	<b>\$ 418,500</b>		

Narrative (optional)

Exhibit B- Attachment 2 (Page 2)



**Homeless Emergency Aid Program (HEAP)**  
Capital Housing Budget - Expenses (30 Month Budget)

Project Title Fighting Back Santa Maria Valley  
Applicant Name Edwin Weaver

Expenses

Budget Term: January 1, 2019 - June 30, 2021

Expense	Total Program Budget	HEAP Program			
		Services	Rental Assistance or subsidies	Capital Improvements	Other
<b>Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.</b>					
<b>Client Services and Direct Assistance</b>					
Land Acquisition	\$ -				
Holding Costs	\$ -				
Land Closing Costs	\$ -				
Offsite Construction	\$ -				
Acquisition - Escrow closing estimated 5% of purchase	\$ 17,500			\$ 17,500	
Structures	\$ 350,000	\$ -		\$ 350,000	
Builder Overhead, Profit, and General Requirements	\$ -				
Contractor Insurance	\$ -				
Facility, Utilities, and Maintenance	\$ 90,000			\$ 90,000	
Personal Property in Construction Contract	\$ -				
Contingency	\$ -				
Furnishings	\$ 22,500			\$ 22,500	
Architecture & Engineering (inc. Printing)	\$ -				
Environmental Audit	\$ -				
Municipal Fees	\$ -				
Local Impact Fees	\$ -				
Appraisal	\$ 1,500			\$ 1,500	
Construction Period Interest (14 mos + 4)	\$ -				
Construction Loan Fees & Expenses (incl. Legal)	\$ -				
Construction Period Insurance	\$ -				
Other (specify below)	\$ -	\$ -			
Indirect Costs (Maximum 10% of Grant)	\$ -				
<b>Total Expenses</b>	<b>\$ 481,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 481,500</b>	<b>\$ -</b>
		<b>TOTAL HEAP Portion:</b>		<b>\$ 481,500</b>	

## EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

### Homeless Emergency Aid Program (HEAP) Program

County of Santa Barbara Community Services Department

Agency Name: Fighting Back Santa Maria Valley DUNS #: \_\_\_\_\_  
 Project Name: Santa Maria Homeless Youth Collaborative  
 Address: 201 S. Miller St Suite 107, Santa Maria, CA 93454  
 Contact Person: Edwin Weaver Title: Executive Director  
 Email Address: edwin@fbmv.com Phone #: (805) 346-1774

ESPR Request #: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Report Period:  Q1 (March-June 19)  Q7 (Oct - Dec 20)  
 Q2 (July- Sept 19)  Q8 (Jan-March 21)  
 Q3 (Oct - Dec 19)  Q9 (Apr-June 21)  
 Q4 (Jan-March 20)  
 Q5 (Apr-June 20)  
 Q6 (July - Sept 20)

Submit completed ESPR and required documentation to:

Staff Person: Roc Lowry Title: Business Specialist  
 Email Address: roclowry@co.santa-barbara.ca.us Phone #: 805-568-3519

PO/Contract #: \_\_\_\_\_

HCD Project #: \_\_\_\_\_

IDIS Project ID: \_\_\_\_\_

### Grant Budget and Expenditures

Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Capital Acquisition and Rehabilitation	Escrow, Acquisition, Facility Repairs, Furnishings	\$ 481,500.00			\$ 481,500.00
Staff Park Ave	Staff Time, Salaries, Benefits	\$ 112,320.00			\$ 112,320.00
Staff Safe Place	Staff Time, Salaries, Benefits	\$ 150,000.00			\$ 150,000.00
Street Outreach	Van Purchase, Project Safe Place,	\$ 77,330.00			\$ 77,330.00
Housing Supportive Services	Park Ave Bills, Telephone, Supplies	\$ 45,350.00			\$ 45,350.00
Indirects	Training	\$ 33,500.00			\$ 33,500.00
<b>TOTAL</b>		<b>\$ 900,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 900,000.00</b>

Check this box if this is the final payment.

### Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Administrator / Executive Director

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

EXHIBIT E

**Indemnification and Insurance Requirements  
(For Professional Contracts)**

**INDEMNIFICATION**

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SUBRECIPIENT's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**INSURANCE**

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SUBRECIPIENT, his agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the SUBRECIPIENT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the SUBRECIPIENT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

## EXHIBIT E

### B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require the SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – SUBRECIPIENT shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT's obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.



EXHIBIT E

9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
  
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
  
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT F

**Certification of Standards for Financial Management Systems**

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost by providing for and incorporating the following:

- A. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost;
- B. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- C. Effective control over and accountability for all funds, property and other assets. SUBRECIPIENT shall adequately safeguard all such assets and assure they are used solely for authorized purposes;
- D. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data;
- E. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks, warrants or payments by other means for program purposes by SUBRECIPIENT;
- F. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award; and
- G. Accounting records including cost accounting records that are supported by source documentation.

**Subrecipient:** Fighting Back Santa Maria Valley

**Authorized Representative:** Edwin Weaver, Executive Director

  
Signature

5/17/19  
Date

## State Terms and Conditions

This Project is being assisted by the State of California. The following State provisions must be included into the contract pursuant to the provisions applicable to such State assistance.

Please note that in the event of a conflict between the State laws and regulations and the federal laws and regulations, **federal laws and regulations will prevail.**

**1. Commencement of Work and Completion Dates**

- A. SUBRECIPIENT agrees that the Work shall not commence, nor any costs to be paid with Homeless Emergency Assistance Program (HEAP) funds be incurred or obligated by any party prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of award notification letter from COUNTY.
- B. SUBRECIPIENT agrees that the Work shall be completed by the expiration date specified in this Agreement and that the Scope of Work will be provided for the full term of this Agreement.

**2. Sufficiency of Funds and Termination**

- A. The COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement, at any time for cause. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; or the State Regulations; withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the COUNTY, any unexpended funds received by the SUBRECIPIENT shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the COUNTY by the STATE and/or United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, COUNTY, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

EXHIBIT G

3. **Transfers**

SUBRECIPIENT may not transfer 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.

4. **Contractors and Subcontractors**

SUBRECIPIENT and any of its contractors or subcontractors shall not enter into any Agreement, written or oral, with any Contractor without the prior written approval of the COUNTY and determination by the COUNTY and State of the Contractor's eligibility. A Contractor, or its Subcontractor, is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

A. The Agreement between the COUNTY and any SUBRECIPIENT shall require that any Contractor or Subcontractor to:

- 1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
- 2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all Contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
- 3) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section IX, PERSONNEL AND PARTICIPANT CONDITIONS.
- 4) Maintain at least the minimum COUNTY and State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
- 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.
- 6) Agree to include all the terms of this Agreement in each subcontract, and that all requirements set forth in this Agreement apply between the SUBRECIPIENT and any Contractor or Subcontractor.

EXHIBIT G

5. **Liability Insurance**

Unless otherwise approved in writing, SUBRECIPIENT shall have and maintain in full force and effect during the term of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the COUNTY named as an additionally insured. Prior to drawdown of funds, SUBRECIPIENT shall provide a valid certificate of insurance to the COUNTY Program Representative for review and approval.

6. **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 and State 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 will be corrected by SUBRECIPIENT and that COUNTY will withhold payments to the SUBRECIPIENT until it is corrected.

7. **Audit/Retention and Inspection of Records**

- A. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT agrees that the COUNTY, the STATE Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. SUBRECIPIENT agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. SUBRECIPIENT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement.
- B. The audit shall be performed by a qualified State, local or independent auditor. SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the independent auditor's working papers.
- C. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR 200 Subpart F.

## EXHIBIT G

### 8. Monitoring Grant Activities

- A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State HEAP requirements. An onsite monitoring visit of SUBRECIPIENT may occur whenever determined necessary by the COUNTY, but at least once during the grant period.
- B. The COUNTY will monitor the performance of the SUBRECIPIENT based on a risk assessment and according to the terms of this Agreement.
- C. The COUNTY will monitor the performance of SUBRECIPIENT and funded projects based on the performance measures used by the HEAP program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the COUNTY will work collaboratively with the SUBRECIPIENT to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.
- D. If it is determined that a SUBRECIPIENT falsified any certification, application information, financial, or contract report, the SUBRECIPIENT shall be required to reimburse the full amount of the HEAP award to the COUNTY, and may be prohibited from any further participation in the HEAP program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all HEAP monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State HEAP requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the SUBRECIPIENT.

### 9. Waivers

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

### 10. Litigation

- A. If any provision of this Agreement, or any 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. SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the COUNTY and shall take

EXHIBIT G

such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY.

11. **Compliance with State Law and Regulations**

SUBRECIPIENT agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the SUBRECIPIENT and the Work.

12. **Environmental Requirements**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the COUNTY, State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

13. **Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building Contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the SUBRECIPIENT and a licensed building Contractor, SUBRECIPIENT shall serve as the "awarding body" as defined in the Labor Code. Where the SUBRECIPIENT will provide funds to a third party that will enter into the construction contract with a licensed building Contractor, the third party shall serve as the "awarding body".
- C. The construction contract and any amendments thereto shall be subject to the prior written approval of the COUNTY. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the COUNTY may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

14. **Eligible Activities**

State HEAP funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit B as permitted under federal (24 CFR Part 576.103, 105-106, 400) and State regulations

## EXHIBIT G

(Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), and Welfare and Institutions Code Division 8, Chapter 6.5 8255(b). The following additional limitations or requirements shall apply.

### 15. Core Practices

All HEAP-funded activities shall operate in a manner consistent with the requirements of 25 CCR Section 8409(b), including but not limited to use of a homeless coordinated entry system, housing first practices, and progressive engagement practices.

### 16. Core Components of Housing First

All HEAP-funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code Division 8, Chapter 6.5 8255 (b), referred to as "Core Components of Housing First", including but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

### 17. Reporting and Recordkeeping

- A. By July 15 of each year, SUBRECIPIENT shall submit an Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data including performance measurements.
- B. No less than once per quarter but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a HEAP Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the tenth day of October, January, April, and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within forty-five (45) days after the end of the reporting period.
- C. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and HEAP data elements and complies with HUD Data and Technical Standards). SUBRECIPIENT shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Grant for a period of five (5) years from the date of expiration of the Standard Agreement.
- E. SUBRECIPIENT shall submit required reports on forms approved by the County.