

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
Advancing Collective Transformation**

Continuum of Care 2025 Point in Time Count

THIS PROFESSIONAL SERVICES AGREEMENT is entered by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and Advancing Collective Transformation, a California public benefit corporation formerly known as Uffizi Order, doing business as Santa Barbara Alliance for Community Transformation, 621 Chapala Street, Santa Barbara, CA, 93101 (“CONTRACTOR” or “Subrecipient” or “SB ACT”) as of November 1, 2024 (“Agreement”).

WITNESSETH THAT:

WHEREAS, the Continuum of Care Program is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.) hereinafter called “the Act”; and

WHEREAS, on April 1, 2014, the Santa Barbara County Board of Supervisors approved COUNTY’s role as the Collaborative Applicant on behalf of the Santa Maria/Santa Barbara County Continuum of Care (hereinafter “CoC”); and

WHEREAS, on August 7, 2014, CoC officially designated COUNTY to serve as the Collaborative Applicant/Administrative Entity on behalf of CoC; and

WHEREAS, COUNTY, through its Community Services Department, fulfills responsibilities with respect to its designation as Collaborative Applicant/Administrative Entity; and

WHEREAS, COUNTY, through its Community Services Department, serves as the administrator of select grants awarded under the Continuum of Care Program; and

WHEREAS, COUNTY requires the services of CONTRACTOR to assist COUNTY with fulfilling its responsibilities associated with the Continuum of Care Program; and

WHEREAS, CONTRACTOR represents it has the skills, expertise, and licenses and permits necessary to perform the services required under this Agreement.

NOW, THEREFORE, in consideration the mutual covenants and conditions contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICE

A. General

CONTRACTOR shall perform all services required under this Agreement (the “Project”) in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workperson-like manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR’s profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY’s request without additional compensation. Necessary permits and/or licenses shall be obtained by CONTRACTOR without additional compensation.

B. Services

CONTRACTOR will be responsible for providing COUNTY with the planning and coordination services delineated in CONTRACTOR’s Proposal, attached hereto as Exhibit C and incorporated herein by reference, in a manner satisfactory to COUNTY and consistent with any federal, state and local statutes, regulations, rules, executive orders, guidelines, policies, directives and standards required as a condition of receiving or expending funds hereunder.

C. Staffing

CONTRACTOR’s staffing for the services that it will provide shall be in accordance with CONTRACTOR’S **Proposal for Point in Time Count Planning and Support November 2024-March 2025** (Exhibit C). Any changes in CONTRACTOR staff that perform services under this Agreement shall require prior written approval by the COUNTY.

D. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards set forth herein. Substandard performance as determined by COUNTY shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the CONTRACTOR within one (1) week after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

E. Changes

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the CONTRACTOR and the COUNTY Board of Supervisors.

II. TERM; TIME OF PERFORMANCE

The term of this Agreement shall commence as of November 1, 2024, and shall end on March 31, 2025, unless terminated earlier in accordance with the provisions of this Agreement or there are insufficient funds available to the COUNTY for any reason (“Term”).

III. BUDGET

CONTRACTOR may only be paid by the COUNTY hereunder in accordance with Section IV, below, and the “Cost of Proposal” set forth on the last page of Exhibit C (“Budget”). In addition, COUNTY may require a more detailed budget breakdown than the one contained herein, and CONTRACTOR shall provide such supplementary budget information within one (1) week of such a request, in the form and content prescribed by the COUNTY. Any amendments to the Budget shall require prior written approval by both the COUNTY and CONTRACTOR.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed Forty-Two Thousand, Five Hundred Dollars (\$42,500.00) for the payment of eligible expenses, which shall be made in accordance with the Budget. Upon receipt of an acceptable invoice timely delivered by CONTRACTOR with proper support documentation, and upon the timely performance of deliverables identified in Exhibit C, COUNTY shall review the invoice and when approved, make payment.

COUNTY has no obligation to provide funds under this Agreement if for any reason there is insufficient funding available to the COUNTY to pass through to CONTRACTOR, or if this Agreement is terminated or suspended.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery or electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of 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.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

County of Santa Barbara
Housing and Community Development
Joe Dzvonic, Deputy Director
123 E. Anapamu St., 2nd floor
Santa Barbara, CA 93101
Office: (805) 568-3523
Email: jdzvonic@sbccsd.org

CONTRACTOR

Santa Barbara Alliance for Community
Transformation (SBACT)
Rich Sander, Executive Director
PO Box 217
Santa Barbara, CA 93102
Office: 805.570.3914
Email: rich@sbact.org

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with the requirements of Health and Safety Code, Division 31, Part 1, Chapter 6; commencing with Section 50216; State Terms and Conditions, attached hereto and incorporated as Exhibit D; assurances in applications; the March 7, 2022 HHAP NOFA; and, all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the State HHAP Program funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such law, regulation, ordinance, or order, shall be conclusive of that fact as between CONTRACTOR and COUNTY. CONTRACTOR shall 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 HHAP 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. CONTRACTOR shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR 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: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, CONTRACTOR understands and acknowledges that it shall not 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. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT B attached hereto and incorporated herein by reference.

D. Amendments

COUNTY or CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are approved, executed in writing, and signed by the CONTRACTOR and COUNTY Board of Supervisors. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or CONTRACTOR from its obligations under this Agreement.

COUNTY may, in its discretion, amend this Agreement to conform with federal, state or local governmental statutes, regulations, rules, executive orders, guidelines, policies, standards, directives and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and CONTRACTOR.

E. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of the Agreement, which include (but are not limited to), the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
- Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement; or
- Submission by CONTRACTOR to COUNTY reports that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to CONTRACTOR, 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 COUNTY to fulfill the obligations herein.

a. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

b. **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 CONTRACTOR 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.

c. **For Cause.** Should CONTRACTOR 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, COUNTY 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 CONTRACTOR, unless the notice directs otherwise.

2. Termination by CONTRACTOR

In accordance with 2 CFR Part 2400, this Agreement may be terminated by CONTRACTOR, 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.

3. Upon termination, COUNTY 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 CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may

have in law or equity.

4. If HUD demands reimbursement from COUNTY for COUNTY's payments to CONTRACTOR due to CONTRACTOR's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable provision 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, CONTRACTOR shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

CONTRACTOR 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

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

3. Administrative Requirements

CONTRACTOR also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR 583.330, 24 CFR 578.99 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011).

B. Documentation and Record Keeping

1. Records to be Maintained

CONTRACTOR shall maintain all records required by the federal regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 24 CFR 583.330, and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- d. Other records necessary to document compliance with 24 CFR 583.330.

2. Retention

CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of COUNTY's annual performance report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims,

audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Disclosure

CONTRACTOR understands that personal information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY's or CONTRACTOR's responsibilities with respect to services provided under this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

CONTRACTOR's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the provisions of this Agreement shall remain in effect during any period that the CONTRACTOR has control over HHAP funds, including program income.

5. Audits & Inspections

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning CONTRACTOR audits and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6. Access to Records

CONTRACTOR shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, HUD or other authorized federal 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.

C. Reports

CONTRACTOR shall submit progress reports to the COUNTY in the form, content, and frequency as required by COUNTY.

D. Procurement

1. Indirect Costs

If indirect costs are charged, CONTRACTOR will develop an indirect cost allocation plan for determining the appropriate CONTRACTOR's share of administrative costs and shall submit such plan to COUNTY for approval, in a form specified by COUNTY.

2. Travel

CONTRACTOR shall obtain written approval from COUNTY for any travel with funds provided under this Agreement.

3. Payment Procedures

COUNTY will pay to CONTRACTOR funds available under this Agreement based upon information submitted by CONTRACTOR and consistent with any approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by CONTRACTOR, and not to exceed actual cash requirements. In addition, the COUNTY reserves the right to liquidate funds available under this Agreement for costs incurred by COUNTY on behalf of CONTRACTOR.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 et seq.), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 et seq.), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. 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 CONTRACTOR agrees to comply with said Ordinance.

3. Land Covenants

The Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. CONTRACTOR, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

CONTRACTOR shall comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

B. Affirmative Action

1. Approved Plan

CONTRACTOR agrees that it shall be committed to carry out an Affirmative Action Program pursuant to and in accord with President’s Executive Order 11246 of September 24, 1966. CONTRACTOR shall submit to COUNTY a plan for an Affirmative Action Program prior to CONTRACTOR’s receipt of funds. COUNTY’s acceptance of CONTRACTOR’s Affirmative Action Program shall not be deemed to be or construed as CONTRACTOR’s compliance with Executive Order 11246 or any other applicable federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

2. Women- and Minority-Owned Businesses (W/MBE)

CONTRACTOR will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

CONTRACTOR shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, HUD or other authorized federal 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.

4. Notifications

CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

CONTRACTOR will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided under this contract and binding upon COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors. Failure to fulfill these requirements shall subject COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. CONTRACTOR certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

CONTRACTOR further agrees to comply with the "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and

employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

CONTRACTOR certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

CONTRACTOR will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. CONTRACTOR will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

C. Conduct

1. Assignability

CONTRACTOR 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 CONTRACTOR 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. Subcontracts

a. Approvals

CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.

b. Monitoring

CONTRACTOR will monitor all subcontracted services on a regular basis to assure contract compliance. 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.

c. Content

CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

CONTRACTOR shall undertake to insure that all 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 subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflict of Interest

CONTRACTOR agrees to abide by the provisions of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 24 CFR 578.95 and 24 CFR 583.330(e), which include (but are not limited to) the following:

- a. CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to activities under this Agreement, 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 in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to such activities, or with respect to the proceeds from such activities, either for themselves or those with whom they have business or immediate 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 COUNTY, CONTRACTOR, or any designated public agency.
- d. CONTRACTOR shall promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Lobbying

CONTRACTOR 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;
- 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 federal contract, 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) of this certification 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 shall certify and disclose accordingly; and
- 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.

6. Copyright

If this Agreement results in any copyrightable material or patentable inventions, COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and an irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials 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. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

COUNTY hereby grants to CONTRACTOR an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and/or display any work products developed by CONTRACTOR in connection with the services performed under this agreement.

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 other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.”

7. Religious Activities

CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 583.150(b) (2), such as worship, religious instruction, or proselytization.

8. Criminal Disclosure

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)”

9. Debarment and Suspension

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

CONTRACTOR shall 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.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
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), CONTRACTOR 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 acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

CONTRACTOR agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 583.330(d), and 24 CFR Part 35, Subpart B. Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties 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 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.

D. Historic Preservation

CONTRACTOR shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) as applicable and the procedures set forth in 36 CFR Part 800, 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.

X. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless continue 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 limit or otherwise affect the terms of this Agreement.

XII. WAIVER

COUNTY's delay or failure to act with respect to a breach by CONTRACTOR 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 COUNTY and CONTRACTOR with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and CONTRACTOR with respect to the subject matter hereof. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed 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

CONTRACTOR 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 CONTRACTOR 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 Santa Barbara County, if in federal court.

XVIII. EXECUTION OF COUNTERPARTS

This Agreement may be executed electronically and 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

Each of the parties to this Agreement warrants and represents that such party has 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 by such party. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that CONTRACTOR shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR 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 attached hereto, the provisions of the Agreement shall prevail over those in the Exhibits, other than Exhibit B, which shall control and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

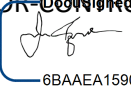
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD


“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair
Board of Supervisors

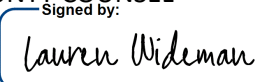
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
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Deputy Auditor-Controller


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By: _____
Jesús Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Signed by:
8F464D822C84458...
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

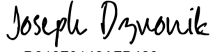
By:  _____
Signed by:
05F555F00269466...
Risk Manager

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

COUNTY:

County of Santa Barbara,
A political subdivision of the State of California

Signed by:



D31370142A7B423...

By: _____

Joe Dzvonic, Deputy Director
Division of Housing and Community Development

CONTRACTOR:

Advancing Collective Transformation, a California public benefit corporation

DocuSigned by:



145BC0BBC01946D...

By: _____

Rich Sander,
Executive Director

Exhibit A Federal Terms and Conditions

This Project is being assisted by the United States of America. The following Federal provisions must be included into the contract pursuant to the provisions applicable to such Federal assistance. During the performance of the contract, the Subrecipient must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the Subrecipient agrees as follows:

1. The Subrecipient will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipients commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Subrecipients will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Subrecipients noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the subrecipient may be declared ineligible for

further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Subrecipient will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
8. The Subrecipient shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Subrecipient and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective Subrecipient or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Subrecipient or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Subrecipient, the Subrecipient shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective Subrecipient or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective Subrecipient deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and

provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

1. The Subrecipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

C. "Section 3 Clause" – Economic Opportunities for Low- and Very Low-Income Persons

1. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. Subrecipient agrees to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by its execution of this Agreement, Subrecipient certifies that it is under no contractual or other impediment that would prevent it from complying with the regulations in 24 CFR Part 135.

3. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of its commitments under 24 CFR 135.38, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set form minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. Subrecipient agrees to include the section 3 clause (Section C of this Exhibit) in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. SUBRECIPIENT will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after SUBRECIPIENT is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Subrecipient's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian organizations and Indian-owned Economic Enterprises. SUBRECIPIENTS that are subject to the provisions of section 3 and section 8(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Subrecipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

E. Compliance with Labor Standard Provisions

Subrecipient shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, and incorporated by this reference.

F. Compliance with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330)

Subrecipient will comply with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

G. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

H. Requirements and Regulations Pertaining to Reporting

The County of Santa Barbara, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Subrecipient which are directly pertinent the contract.

I. Compliance with Clean Air Act and Clean Water Act.

1. Subrecipient shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).
2. Subrecipient shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Subrecipient shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

J. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Exhibit B
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.

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.
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 C



P.O. Box 217 | Santa Barbara, CA 93102
805.259.4692
www.sbact.org

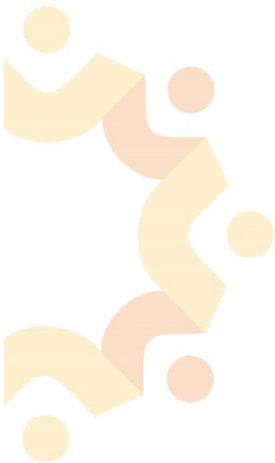
Santa Barbara Alliance for Community Transformation

Executive Summary

The Santa Barbara Alliance for Community Transformation (SB ACT) has assisted with the Santa Barbara County Point In Time Count since its inception, including serving as the coordinating agency for both the 2023 and 2024 Point in Time Counts. Before that, key staff members participated in the Count over multiple years. In addition, SB ACT works closely with the County of Santa Barbara on a variety of projects and has a built-in rapport with the Housing and Community Development Department staff that will be collaborating to facilitate this project.

SB ACT intends to meet the key project objectives utilizing the following means:

- **Locating and securing facilities to serve as logistics and volunteer deployment centers.** SB ACT will work closely with County Department of Housing & Community Development (HCD) staff to identify logistics center sites throughout Santa Barbara County that have been used in previous Point In Time counts. SB ACT will also utilize its broad network of faith communities, businesses, and community organizations to identify and secure additional facilities as needed.
- **Development of a volunteer recruitment, training, and deployment strategy that can be utilized county-wide.** SB ACT will work with County HCD staff to update the existing Countywide volunteer recruitment strategy with the goal of recruiting 400 volunteers countywide. This strategy will include (1) identifying key recruitment stakeholders (e.g., Chamber of Commerce leaders, Rotary Club presidents, clergy members etc.) and targeting outreach to these stakeholders, (2) sending mass communications to SB ACT's volunteer lists via email and social media, and (3) utilizing SB ACT's relationships with service providers to reach local staff that already work with these populations. SB ACT will work with County staff to plan virtual volunteer trainings at various times, and will utilize email lists of potential and registered volunteers to gather trainees. SB ACT will work with County staff, key logistics center volunteers, shelter staff, outreach staff, and individuals with lived homelessness experience to develop and facilitate



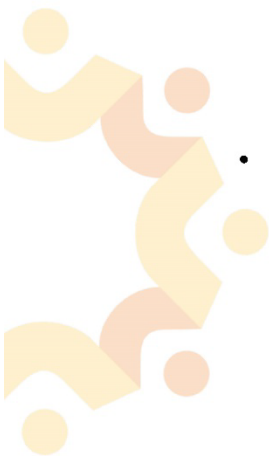


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Santa Barbara Alliance for Community Transformation

a deployment strategy that is humane in approach and comprehensive in scope.

- **Recruitment, training, and a compensation strategy of those with lived experience of homelessness to assist in the count alongside traditional volunteers.** SB ACT will work with its Lived Experience Working Group, the CoC Lived Experience Advisory Board, and local shelter and outreach providers to develop a strategy to involve individuals with lived homelessness experience to assist with the count. SB ACT will recruit at 6-10 volunteers with lived experience as well as individuals recommended by shelter and outreach staff to assist with select planning stages (e.g., reviewing the demographic survey and identifying strategies for finding and approaching people experiencing homelessness), and will maintain communications with these individuals to ensure ongoing participation. SB ACT will work with service providers to offer volunteer trainings in accessible settings for people with lived experience. Volunteers with lived experience will be compensated for their attendance at planning meetings, trainings, and participation time with a \$25 Visa gift card per each meeting/training attended.
- **Recruitment, training, and deployment of volunteers.** SB ACT will co-administer (with County HCD staff) the recruitment, training, and deployment strategy outlined above. As part of this, SB ACT will work with County HCD staff to review and prepare the demographics survey, purchase and organize volunteer collateral (lanyards, badges, materials bags, and other materials as needed), and enumerate and distribute census tract maps based on numbers of individuals counted in each tract in previous Point in Time Counts.
- **Post-event satisfaction survey distributed electronically to all volunteers.** SB ACT staff will work closely with County HCD staff to update the previous year's volunteer satisfaction survey, develop both a virtual and paper format, and administer the survey via email blasts as well as targeted outreach to key volunteer groups (e.g., faith communities or volunteer organizations that participated in the 2025 PiT Count).





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Santa Barbara Alliance for Community Transformation

SB ACT will support the County's data analysis and submission of the final PiT report to HUD by allocating time to participate in debriefing discussions with County staff, including supplemental reviews of the PiT data and report as needed. SB ACT will be available to assist with the presentation of the results as needed.

Professional Qualifications and Specialized Experience

Company Profile Information

Since 2005, SB ACT has facilitated a number of region-wide efforts to build collaborative networks to address issues impacting marginalized populations such as people experiencing homelessness, survivors of trafficking and exploitation, and immigrant communities in the County of Santa Barbara. As a primary stakeholder in the creation of the countywide Vulnerability Index, the 2015 Needs Assessment of Domestic Child Sex Trafficking in SB County, and the lead facilitator for the South County ACT on Homelessness Collaborative, SB ACT has led numerous collaborative initiatives through the incubation and implementation stages. To do so, SB ACT works with all individuals, government agencies, nonprofits, businesses, faith communities, and organizations in SB County that are passionate about dignity and equity for all people. In tandem with the ACT on Homelessness Collaborative, SB ACT also facilitates regional Neighborhood Navigation Centers (NNCs) and the FARO Center in downtown Santa Barbara. These navigation centers offer collaborative service hubs to those without shelter across South SB County, for the purpose of reducing homelessness and its impacts throughout the region.

SB ACT recently contracted with Supervisor Joan Hartmann's office to facilitate community education and coalition-building around homelessness issues in the City of Lompoc

Capacity to Perform Project

Though SB ACT staff is currently funded through a variety of contracts related to homelessness in various regions of Santa Barbara County, each of SB ACT's five (5) full-time staff and two (2) of its part-time staff (the Lived Experience Leader and one Lived Experience Ambassador) will contribute time to the 2025 point-in-time count. Each staff member will be involved in the point-in-time count planning, with tasks assigned to each on a weekly basis. SB ACT will also recruit and train volunteers to assist with day-of logistical support.



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Santa Barbara Alliance for Community Transformation

Implementation Plan and Schedule

Deliverables

The Timeline below uses the following code for Implementation Plan Deliverables:

(1) General Count Deliverables

- a. Enumeration of census tracts in Santa Barbara County;
- b. Recruitment and training of roughly 400 volunteers to canvass 100% of the geography of Santa Barbara County;
- c. Develop large canvassing area maps for planning purposes and small subsequent block group maps for volunteers with accompanying PDF of the maps. US Census maps may be used should that be determined to be the best canvassing method.

(2) Unsheltered Demographic Survey Deliverables

- a. Review demographic survey tool and provide recommendations to improve questions asked in the tool;
- b. Recommendations on how to improve outreach and engagement for people experiencing unsheltered homelessness;
- c. Volunteer recruitment, training, and conduct a post-count volunteer satisfaction survey and report results with suggestions for improvement within 30 days of the count;
- d. Day-of logistics center support and real time response to in-field issues.

(3) Administrative Deliverables

- a. Participation in PIT community meetings;
- b. Provide volunteer recruitment collateral;
- c. Weekly/biweekly calls and/or monthly status reports before, during and after the Count;
- d. Detailed summary of the proposed volunteer deployment methodology to be used within 30 days of the count execution date. If methodology changes, submit brief justification within 15 days of change;
- e. Creation and dissemination of an electronic volunteer satisfaction survey to be distributed to all participating volunteer county-wide within 7 days of the count.

Task	Implementation Plan	Timeline	Deliverable	Dedicated Resources
Contract Awarded		November 1, 2024		
Coordinating SB ACT & HCD Efforts	SB ACT will meet at least bi-weekly with HCD staff (at least weekly starting January 2025) to coordinate PiT efforts	November 1, 2024 - April 30, 2025	(3)(c)	Executive Director, Associate Director, Program Manager, Program Administrator, Assistant Program Coordinator
Developing 2025 PiT Strategy	SB ACT will work with County Housing & Community Development Department (HCD) staff to review and update the PiT implementation strategy. SB ACT will work with HCD staff the demographic survey tool and make updates for the 2025 PiT Count. SB ACT will work with HCD staff to enumerate all SB County census tracts and develop canvassing maps SB ACT will review existing strategies for Countywide volunteer	November 1, 2024 - April 30, 2025	(1)(a) (1)(b) (1)(c) (2)(a) (2)(b) (2)(c) (3)(d)	Executive Director, Associate Director, Program Administrator, Program Manager, Lived Experience Leader, Lived Experience Ambassador

Task	Implementation Plan	Timeline	Deliverable	Dedicated Resources
	recruitment, training, and deployment, and submit a detailed summary. SB ACT will work with HCD to update County volunteer registration form and link, as needed. SB ACT will begin targeted outreach to key individuals with Lived Experience of homelessness for participation as volunteers, and to gather recommendations on how to improve outreach to people experiencing unsheltered homelessness.			
Logistics Center Preparation - Phase I	SB ACT will review 2024 PiT Count Logistics Center sites and key contacts with HCD staff. SB ACT will review and book sites. SB ACT will contact care package company for assistance with volunteer material preparation.	November 8 - November 29, 2024	(2)(d) (3)(b)	Executive Director, Associate Director, Program Administrator, Assistant Program Coordinator
	SB ACT will work with HCD staff to design and order volunteer apparel (e.g., lanyards, badges).			
Recruiting Logistics Center Volunteers	SB ACT will recruit key Logistics Center volunteers.	November 30 - December 16, 2024	(2)(c) (2)(d)	Executive Director, Assistant Program Coordinator
Recruiting PiT Volunteers - Phase I	SB ACT will begin targeted outreach to key recruitment stakeholders (e.g., Chamber of Commerce leaders, Rotary Club presidents, clergy members etc.) and key shelter and service providers, and send mass communications to SB ACT's volunteer lists via email. SB ACT will prepare flyers and social media posts. SB ACT will work with HCD staff to update 2024 Satisfaction Survey for PiT volunteers.	December 2 - December 30, 2024	(1)(b) (2)(c) (3)(b) (3)(d) (3)(e)	Associate Director, Program Administrator, Lived Experience Ambassador

Task	Implementation Plan	Timeline	Deliverable	Dedicated Resources
Volunteer Training - Phase I	SB ACT will review volunteer training curriculum & materials with HCD. SB ACT will work with HCD staff to create and send out Zoom training links to all potential and registered volunteers.	December 2 - December 30, 2024	(1)(b) (2)(c) (3)(a)	Associate Director, Program Administrator
Logistics Center Preparation - Phase II	SB ACT will work with HCD staff to solicit donations for volunteer bags, as needed. SB ACT will administer the collection of these materials.	December 2 - December 30, 2024	(2)(b) (3)(b)	Program Administrator, Program Manager, Assistant Program Coordinator
Recruiting PiT Volunteers - Phase II	SB ACT will facilitate outreach via social media. SB ACT will send recurring email blasts to SB ACT email lists to solicit additional volunteers. SB ACT will provide targeted outreach through presentations at Chamber of Commerce meetings, faith community gatherings, and community organizations. SB ACT will work with shelter and service providers to recruit staff and volunteers. SB ACT will work with Lived Experience Working Group to recruit key individuals with lived experience to participate as PiT volunteers.	January 2 - 2 Days Before PiT Count (January), 2025	(1)(b) (2)(c) (3)(b)	Associate Director, Program Administrator, Lived Experience Leader, Lived Experience Ambassador
Volunteer Training - Phase II	SB ACT will send reminder emails to volunteers as trainings approach. SB ACT will work with HCD staff to organize volunteer teams and map assignments. SB ACT will send final reminders to all registered volunteers and targeted reminders to key volunteer leaders as PiT Count approaches. SB ACT staff will test PiT counting app in advance of training.	January 2 - 2 Days Before PiT Count (January), 2025	(1)(b) (2)(c) (3)(b)	Executive Director, Associate Director, Program Administrator, Lived Experience Leader, Lived Experience Ambassador
Communications to Individuals Experiencing Homelessness	SB ACT will engage shelter and outreach providers to prepare individuals experiencing	January 2 - 2 Days Before PiT Count	(2)(b)	Program Coordinator, Program Administrator, Assistant Program Coordinator, Program

Task	Implementation Plan	Timeline	Deliverable	Dedicated Resources
	homelessness for the upcoming PiT Count. SB ACT will conduct outreach to individuals experiencing homelessness at Neighborhood Navigation Centers to prepare them for the upcoming PiT Count.	(January), 2025		Manager, Assistant Program Coordinator, Lived Experience Leader, Lived Experience Ambassador
Volunteer Training - Phase III	SB ACT will split facilitation with HCD staff for 4 virtual PiT volunteer trainings at various days/times. SB ACT will split facilitation with HCD staff for 2 additional virtual Logistics Center volunteer trainings at various days/times (ideally in tandem with PiT volunteer trainings).	January 2 - 2 Days Before PiT Count (January), 2025	(1)(b) (2)(c) (3)(a) (3)(b)	Executive Director, Associate Director, Program Administrator
Logistics Centers Preparation - Phase III	SB ACT will work with HCD staff to purchase remaining Logistics Center materials (supplemental maps, coffee where possible). SB ACT will work with HCD staff and Logistics Center volunteers to prepare day-of materials (volunteer supply bags, maps) SB ACT will check in with Logistics Center volunteers to confirm when all materials are ready for distribution.	January 2 - 2 Days Before PiT Count (January), 2025	(1)(c) (2)(d) (3)(b)	Executive Director, Associate Director, Program Manager, Program Administrator, Assistant Program Coordinator, Lived Experience Leader, Lived Experience Ambassador ["All SB ACT staff"]
PiT Count Administration - Phase I	SB ACT staff will work with HCD team and Logistics Center volunteers to set up logistics centers the night before the PiT Count.	Day Before PiT Count (January 2025)	(2)(d)	All SB ACT staff
PiT Count Administration - Phase II	SB ACT staff will operate as Logistics Centers heads at select sites to administer the deployment of volunteers.	Day Of PiT Count (January 2025)	(2)(d)	All SB ACT staff
PiT Count Administration - Phase III	SB ACT staff will oversee cleanup and gathering extra supplies at select Logistics Center sites. SB ACT will assist with any remaining data collection/gathering issues as needed.	Day Of PiT Count (January 2025)	(2)(d)	All SB ACT staff
Satisfaction Survey	SB ACT will work with HCD staff to send Satisfaction Survey to PiT volunteers.	Day Of PiT Count (January 2025) -	(2)(c) (3)(e)	Program Administrator, Assistant Program Coordinator

Task	Implementation Plan	Timeline	Deliverable	Dedicated Resources
		February 10, 2025		
Debrief & Data Analysis	SB ACT staff will meet with HCD staff to debrief the PiT count experience and Satisfaction Survey findings. SB ACT will respond to questions from HCD staff as HCD staff analyze and prepare data for HUD report submission.	Day After PiT Count (January 2025) - March 31, 2025	(2)(c) (3)(c)	All SB ACT staff

Cost of Proposal:

Item	Cost	Notes
Personnel		
Associate Director	\$8,750.00	Project Lead \$47.68/hour (includes ER tax, benefits) 184 hours total
Program Manager	\$1,700.00	Support with logistics center volunteer recruitment, lived experience group facilitation, trainings, outreach to people experiencing homelessness, logistics centers preparation, logistics center administration \$41.48/hour (includes ER tax, benefits) 42 hours total
Assistant Program Coordinator	\$1,700.00	Support with volunteer recruitment, trainings, logistics centers preparation, collateral collection and distribution, outreach to people experiencing homelessness, logistics center administration \$36.53/hour (includes ER tax, benefits) 48 hours total
Program Administrator	\$6,500.00	Support with volunteer recruitment and training, collateral collection and distribution, logistics center administration \$38.24/hour (includes ER tax, benefits) 170 hours total
Lived Experience Leader	\$1,500	Support with lived experience group facilitation, outreach to people experiencing homelessness, volunteer recruitment, logistics centers preparation, collateral collection and distribution, logistics center administration \$29.14/hour (includes ER tax, benefits) 52 hours total
Executive Director	\$9,000	Support with logistics center volunteer recruitment, trainings, logistics centers preparation, logistics center administration \$79.28/hour (includes ER tax, benefits) 113 hours total
Lived Experience Ambassador	\$800	Support with lived experience group facilitation, outreach to people experiencing homelessness, volunteer recruitment, logistics centers preparation, collateral collection and distribution, logistics center administration \$21.60/hour (includes ER tax, benefits) 39 hours total
Total Personnel Expenses	\$29,950.00	
Contractors	\$2,000	10 PLE @ 8 meetings/ trainings/ volunteering at PiT Count @ \$25 per attendance
Gifts	\$2,000	Incentive gift cards purchased through corporate website (McDonalds, Starbucks)
Printing and Copying	\$1,000	Lanyards + ID badges for volunteers (\$500) plus additional printing expenses for trainings and logistics centers
Supplies	\$2,500.00	Miscellaneous Logistics Center Expenses, As Needed
Travel	\$850.00	Visits to first-time Logistics Center sites, picking up volunteer supplies as needed, travel to Logistics sites day-of, travel between Logistics Centers on day of PiT Count
Administrative Indirect Costs	\$4,200.00	Organization oversight, computers & phones for program staff, software for designing program materials & cloud storage, office supplies
Total Cost Estimate	\$42,500.00	

EXHIBIT D

State Terms and Conditions

This Project is being assisted by the State of California. The following State provisions must be included in all contracts 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 Project shall not commence, nor shall any costs to be paid with Homeless Housing, Assistance and Prevention (HHAP) Round-3 Program (hereafter the 'Program') 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 an award notification letter from COUNTY.
- B. SUBRECIPIENT agrees that the Project shall be completed by the expiration date specified in this Agreement and that the Scope of Work shall 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; Federal statutes; Federal regulations; State laws and regulations; or 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.

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 effect such subcontract or novation.

4. Contractors and Subcontractors

SUBRECIPIENT and 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 or subcontractor 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 SUBRECIPIENT shall require that any contractor or subcontractor must:
- 1) Perform all services 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 VIII, 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 Project 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 Project 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.

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 Designated Representative for review and approval.

6. Inspections

- A. SUBRECIPIENT shall inspect all services performed hereunder to ensure that the services are being and have 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 all services performed hereunder to ensure that the services are being and have 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 shall be corrected by SUBRECIPIENT and that COUNTY shall 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 Government Auditing Standards (GAGAS). 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 Part 200 Subpart F.

8. Monitoring Grant Activities

- A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State HHAP Round III 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 shall monitor the performance of the SUBRECIPIENT based on a risk assessment and according to the terms of this Agreement.
- C. The COUNTY shall monitor the performance of SUBRECIPIENT and the Project based on the performance measures used by the HHAP III program. In the event that project-level or system-wide performance consistently remains low, the COUNTY shall work collaboratively with the SUBRECIPIENT to develop performance improvement plans which shall be incorporated into this Agreement and other agreements required.
- D. If it is determined that a SUBRECIPIENT falsified any certification; application; or informational, financial, or contract report, the SUBRECIPIENT shall be required to reimburse to COUNTY the full amount of the funds provided by this Agreement, and may be prohibited from any further participation in the HHAP Round III program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all HHAP Round III monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State HHAP Round III 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 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 Project.

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 Agreement. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, and completion by the COUNTY and the State of all applicable review and approval requirements.

13. Eligible Activities

- A. State HHAP Round III funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit A as permitted under State law.

14. Core Practices

All Program funded activities shall operate in a manner consistent with the Health and Safety Code, Division 31, Part 1, Chapter 6 (commencing with section 50216).

15. Core Components of Housing First

All HHAP Round III-funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code, Division 8, Chapter 6.5, (commencing with Section 8255) 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.

16. Reporting and Recordkeeping

- A. By October 20th of each year, SUBRECIPIENT shall submit a final Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report shall include, but 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 HHAP Round III Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth 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 such reports 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 twenty (20) 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). SUBRECIPIENT shall collect all program data elements using HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Agreement for a period of five (5) years from the date of expiration of the Agreement.
- E. SUBRECIPIENT shall submit required reports on forms approved by COUNTY.