

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA as
ADMINISTRATIVE ENTITY FOR THE
SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE
AND
PATH (PATH SB)

Emergency Shelter
State of California Emergency Solutions Grants, Coronavirus (ESG-CV) Fund Program

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and PATH (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 816 Cacique Street #3622, Santa Barbara, CA 93103.

WITNESSETH THAT:

WHEREAS, on March 27 of 2020, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which established the Coronavirus Relief Fund to, in part, provide funding to local governments to support their costs associated with responding to the COVID-19 pandemic.; and

WHEREAS, the State of California Department of Finance (State DOF) administers funds awarded by the United States government and authorized the use of these funds "to support activities and expenses that promote public health and safety in response to the COVID-19 public health emergency" under the State Budget Act of 2020, Section 11.90; and

WHEREAS, the Emergency Solutions Grants (ESG) Program is authorized under Title IV of the McKinney-Vento Homeless Assistance Act of 1987, Subtitle B (42 U.S.C., § 11371 et seq.), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"), implemented by 24 CFR Part 576, hereinafter called "the Act"; and

WHEREAS, the State of California Department of Housing and Community Development (State HCD) administers funds awarded by the United States Department of Housing and Urban Development (HUD) and authorized under the California Code of Regulations (CCR), Title 25, Division 1, Chapter 7, Subchapter 20, Section 8400 et seq.; and

WHEREAS, State HCD distributes State ESG Funds to service areas through Continuum of Care Allocations; and

WHEREAS, the COUNTY Community Services Department ("CSD") qualifies as the Administrative Entity (AE) pursuant to 25 C.C.R., §§ 8401 and 8403 to administer State ESG-CV funds distributed to the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"); and

WHEREAS, COUNTY has selected qualified providers, and SUBRECIPIENT has been designated as an ESG-CV "Eligible Organization," as defined in 25 C.C.R., § 8401, and is awarded the sum of \$309,112 for eligible activities in accordance with federal (24 CFR Part 576, Subpart B) and State regulations (25 C.C.R., Division 1, Chapter 7, Subchapter 20), to be used by SUBRECIPIENT to provide services as set forth in Section I of this Agreement for Emergency Shelter (herein called the "PROJECT") beginning on January 1, 2022 ("Operating Start Date") through September 30, 2022, unless extended as specified below; and

WHEREAS, SUBRECIPIENT's services are eligible activities under 24 CFR Part 576, Subpart B and 25 C.C.R. Sections 8401 and 8408; and

WHEREAS, in the event of a conflict between the State ESG Regulations and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and the federal ESG regulations at 24 C.F.R. Part 576, the federal regulations shall prevail; and

WHEREAS, this Agreement outlines specifications from the State of California Emergency Solutions Grants, Coronavirus (ESG-CV) Fund Program; and

WHEREAS, PATH SB is a SUBRECIPIENT, and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit H; and

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

I. SCOPE OF SERVICES

A. General

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

B. Services

1. Eligible Activities

Activities funded by the ESG-CV Program are limited to the following program components and eligible activities, as set forth in 24 C.F.R. Sections 576.101 and 576.104 and State Regulations 25 C.C.R. Sections 8408 and 8409: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, housing relocation and stabilization services, short-term and medium-term rental assistance, Homeless Management Information System (HMIS), and administration. All activities shall operate in a manner consistent with the requirements of 25 C.C.R. Section 8409, referred to as "Core Practices," and include, but not be limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

2. Services to be Provided

SUBRECIPIENT shall be responsible for providing street outreach and rapid rehousing/rental assistance in accordance with 24 CFR Sections 576.101 and 576.104 and State Regulations 25 C.C.R. Sections 8408 and 8409, **and** as set forth in Exhibit A.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with ESG-CV funds, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by CSD through an amendment to the budget in Exhibit B. All services shall be performed by SUBRECIPIENT and approved sub-contractors. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all services in a manner commensurate with their own usual and

customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State (25 C.C.R. Section 8413).

E. Performance Monitoring

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT in accord with the applicable provisions of the CARES Act and its related implementing regulations, guidance and rules, the State Budget Act of 2020, Section 11.90, and the State Continuum of Care Program in accord with 25 C.C.R. Division 1, Chapter 7, Subchapter 20. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

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

II. TERM

A. Time of Performance

This Agreement shall begin on January 1, 2022 (Operating Start Date) and shall terminate on September 30, 2022, unless suspended or terminated earlier or there are no ESG-CV funds available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date and shall terminate on September 30, 2022. Any funds not expended by September 30, 2022 will no longer be available to the SUBRECIPIENT and must be returned to the COUNTY.

B. Close-outs

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to

COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over State ESG-CV funds, including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

III. **BUDGET**

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

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the federal and State ESG-CV program guidelines pursuant to 24 C.F.R. Part 576, Subpart B, and 25 C.C.R. Section 8408. SUBRECIPIENT shall comply with 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable. Budget line-items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

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

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$309,112**. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter SUBRECIPIENT may request reimbursement for its expenditures. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request (ESPR) together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct payment request. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit F.

V. **NOTICES**

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

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

COUNTY

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

SUBRECIPIENT

Jennifer Hark Dietz, CEO & Executive Director
PATH
340 N. Madison Avenue
Los Angeles, CA 90004
Office: (323) 644-2211
Fax: (323) 297-1942

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of 24 C.F.R. Part 576, including, but not limited to, 24 CFR Section 576.407, except that: (1) SUBRECIPIENT does not assume the environmental responsibilities described in 24 CFR 576.407(d); and, (2) SUBRECIPIENT does not assume the responsibility for initiating the environmental review process under the provisions of 24 CFR Part 50. In addition, SUBRECIPIENT agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit E. SUBRECIPIENT also agrees to comply with the terms of the award under the California Code of Regulations (CCR), Section 8400 et seq. ("State Regulations"), attached hereto and incorporated as Exhibit I, grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the State ESG-CV Program funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance, or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT 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 ESG-CV Program funds provided under this Agreement.

B. Independent Contractor

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

C. Insurance and Indemnification

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

D. Workers' Compensation

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

E. Changes or Amendments

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

Any amendments to this Agreement must be approved and executed by the Chair of the Board of Supervisors, except the Community Services Director or designee is authorized to approve and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Increase or decrease the total contract maximum amount of any Subrecipient Agreement to ensure full and timely expenditure of all awarded ESG-CV funds; provided that any increase to a Subrecipient Agreement not exceed 10% of the original total contract maximum amount of the Subrecipient Agreement to be increased, provided that all expenditures are eligible pursuant to 24 CFR Part 576, State Regulations 25 CCR Sections 8408 and 8409, and any other applicable laws, and that the overall total maximum contract amount is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. The Director of Community Services or designee may execute amendments that extend the Term or the Award Time of Performance or both by up to a maximum of 12 months, subject to appropriations of funds. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the ESG-CV Standard Grant Agreement posted at <https://www.hudexchange.info/programs/esg/esg-cv/#program-requirements> and all other HUD and State regulations, notices, and other direction.
3. Administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

F. Suspension or Termination

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR Section 576.501, subdivision (c), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or State Regulations, including, but not limited to, grant agreements, assurances in applications, notices of award, or any terms of the Agreement, which include, but are not limited to, the following:

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

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

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY. This Agreement may also be terminated with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- 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 SUBRECIPIENT of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. If the State demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, grant agreements, assurances in applications, notices of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive,

circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

G. STATE and COUNTY Enforcement of ESG-CV Program Requirements

COUNTY and SUBRECIPIENT acknowledge that the State and/or Federal government will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of State ESG-CV Program funds pursuant to 24 C.F.R. Section 576.501 or the ESG Program under 25 C.C.R., Division 1, Chapter 7, Subchapter 20. Pursuant to 24 C.F.R. Section 576.501(c), and the ESG Program (25 C.C.R. Division 1, Chapter 7, Subchapter 20) COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the federal or State ESG Program requirements or this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

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

4. Indirect Costs

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

5. Procurement

SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and County Code Chapter 2, Article VI concerning the purchase of services, materials, property, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment, and supplies procured with funds provided herein.

6. Travel

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

7. Administrative Requirements

SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with its subparts and appendices. State ESG-CV Program funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT.

B. Documentation and Record Keeping

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required and described by Federal and State Regulations relating to the ESG-CV Program, including, but not limited to, those specified in 24 C.F.R. Section 576.500, applicable Federal Office of Management and Budget Circulars 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the CARES Act and its related implementing regulations, guidance, and rules, the Office of the Inspector General's July 2, 2020 letter OIG CA-20-021 and September 21, 2020 letter OIG-CA-20-028 (previously released August 28, 2020), and any subsequent rules or guidance issued by applicable Federal authorities, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (GAGAS). SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that SUBRECIPIENT followed written intake procedures to verify "homeless" status of project participants as defined in 24 C.F.R. Section 576.2;
- b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of State ESG-CV Program funds for the performance of eligible activities;
- e. Financial records as required by 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- f. Other records necessary to document compliance with applicable State and Federal requirements.

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided in accord with 24 CFR Section 576.401. Such data shall include, but not be limited to, client name, address, homeless status, or other basis for determining eligibility, and descriptions of services provided.
- b. SUBRECIPIENT shall participate in HMIS in accord with 24 CFR Section 576.400(f).

3. Retention

Pursuant to 24 CFR Section 576.500(y), SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for the greater of five (5) years or ten (10) years where ESG-CV Program funds are used for the renovation of emergency shelter and cost thresholds are met in accord with 24 CFR Section 576.500 (y)(2), or for the conversion of a building into an emergency shelter and cost thresholds are met in accord with 24 CFR Section 576.500 (y)(3). The five-year retention period begins on the date that all funds from the grant under which a program

participant was served are expended in accord with 24 CFR Section 576.500(y)(1); the ten-year retention period begins on the date that ESG-CV Program funds are first obligated for renovation in accord with 24 CFR Section 576.500(y)(2) or for conversion in accord with 24 CFR Section 576.500(y)(3). Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

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

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

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for the greater of five (5) years or ten (10) years as specified in Section VII.B.3 of this Agreement.

7. Access to Records

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

C. Reports

SUBRECIPIENT shall provide COUNTY with ESG-CV Status Reports and Financial/Invoice Reports due according to the schedule attached hereto as Exhibit D. Further, should the Federal or State government require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), including, but not limited to, Government Code section 12990 (a-f), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 12005 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12900 set forth in Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of these obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and SUBRECIPIENT agrees to comply with said Ordinance.

B. Employment Restrictions

1. Labor Standards Requirements

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7,

Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

C. Conduct

1. Assignability

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

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 24 CFR Section 576.404, and State conflict of interest laws and guidelines, which include, but are not limited to, the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code sections 1090 et seq. and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to, applicable conflict of interest provisions of the California Political Reform Act, Government Code sections 87100 et seq.
- e. The provision of any type or amount of State ESG-CV assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. SUBRECIPIENT may not, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under ESG-CV guidelines and, any other applicable laws.
- f. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents, or consultants engaged in the award and administration of contracts supported by federal funds.
- g. No employee, officer, agent, or consultant of SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by ESG-CV funds if a conflict of interest, real or apparent, would be involved.

- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to State ESG-CV-funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State ESG-CV-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State ESG-CV-funded activity, or with respect to the proceeds derived from the State ESG-CV-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of STATE, COUNTY, SUBRECIPIENT, or any designated public agency.

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

4. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph d. below be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification: "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
- e. Award documents for any subawards shall include the language of paragraphs a, b, c, and d above.

5. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, State, and/or HUD reserves the right to a royalty-free, non-

exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the materials, works or inventions for governmental purposes.

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

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

6. Religious Activities

SUBRECIPIENT agrees that State ESG-CV funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR Section 576.406, such as worship, religious instruction, or proselytization. SUBRECIPIENT shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting, or rite.

7. Conditions for Religious Organizations

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

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

8. Drug-Free Workplace

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

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355, subdivision (a)(1).

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

9. Child Support Compliance Act

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

- a. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited, to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The SUBRECIPIENT, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

Per 24 CFR Section 576.403(a), SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821-4846), the Residential Lead-Based Paint

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

D. Historic Preservation

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C., §§ 300101 et seq.), 36 CFR Part 800, and the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

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

E. Minimum Standards

1. Emergency Shelters

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

2. Permanent Housing

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

F. California Environmental Quality Act

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

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

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

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants

that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

XX. PRECEDENCE


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

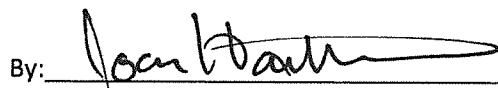
[Signatures on Following Page]

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


ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

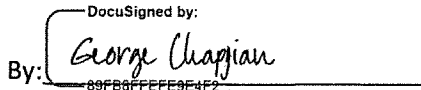
"COUNTY"
COUNTY OF SANTA BARBARA:

By: 
Deputy Clerk

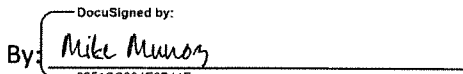
By: 
Joan Hartmann, Chair
Board of Supervisors

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

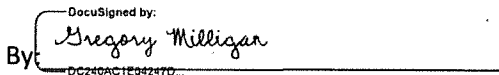
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By: 
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Deputy Auditor-Controller

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By: 
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George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: 
0251CC884E8B41F...
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

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By: 
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Risk Manager

"SUBRECIPIENT"
PATH

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Jennifer Hark-Dietz
By _____
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Jennifer Hark Dietz, CEO & Executive Director

EXHIBIT A

Scope of Services

Emergency Solutions Grant (ESG-CV) Program Funding

Project Title: Emergency Shelter
Agreement Amount: \$ 309,112
Time of Performance: January 1, 2022 – September 30, 2022

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and PATH (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the Project requirements referenced in Section I of the Agreement.

B. PROJECT DESCRIPTION

1. Purpose

The purpose of the project is to provide emergency shelter to persons experiencing homelessness. SUBRECIPIENT shall provide and shall only be reimbursed for providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters as set forth in the Federal and State Regulatory Information below in Section B.2.b.

2. Services

a. General

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

SUBRECIPIENT will be responsible for providing services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving ESG-CV Program funds.

b. Federal and State Regulatory Information

Activity	Federal Regulation	State Regulation
Emergency Shelter	24 CFR 576.102	25 CCR 8408 25 CCR 8409

3. Levels of Accomplishment

a. Goals

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

	Goal
Total year-round beds	56
Total seasonal beds	0
Total number of bed-nights made available	10,760
Total unduplicated number of persons served	84
Total unduplicated number of households served	84

b. Performance Measures

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

	Goal
% of participants will move into transitional housing at project exit	10
% of participants will move into Rapid Rehousing at project exit	30
% of participants will move into permanent housing at project exit	20
% of adult participants gaining new or increasing existing earned income at project exit	20
% of adult participants will obtain cash/non-cash benefits at project exit	20
% of participants who move into transitional housing or permanent housing (including RRH) remaining housed for 3 months	85

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed in accordance with 24 CFR 576.400, subdivision (f), and in sufficient detail to determine the project's progress in meeting the goals and performance measures as set forth in Section B.3.

2. Report Schedule

Financial/Invoice Reports are due according to the following schedule: due on a monthly basis, on the 15th day following the close of the previous month.

Period	Due Date
January 1, 2022 – February 28, 2022	March 15, 2022
March 1- 31, 2022	April 15, 2022
April 1 – 30, 2022	May 15, 2022
May 1 – 31, 2022	June 15, 2022
June 1 – 30, 2022	July 15, 2022
July 1 – 31, 2022	August 15, 2022
August 1 – 31, 2022	September 15, 2022
September 1 – 30, 2022	October 15, 2022

Quarterly Status Reports are due according to the following schedule: due on a quarterly basis, on the 15th day following the close of the previous month.

Period	Due Date
--------	----------

January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	July 15, 2022
July 1, 2022 – September 30, 2022	October 15, 2022

3. Report Content

Status Reports must contain the following:

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

See Exhibit D for a Status Report sample.

EXHIBIT B

Budget and Payment Procedures

Project Title: Emergency Shelter
Agreement Amount: \$ 309,112
Time of Performance: January 1, 2022 – September 30, 2022

A. INTRODUCTION

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

B. BUDGET

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

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

Changes to Revenue or Expenditure line items to be used for eligible ESG-CV expenditures in excess of (10%) require an approved Budget Amendment, as does the addition or deletion of Revenue or Expenditure line items to be used for eligible ESG-CV expenditures. The overall total contract amount may not be changed, except by a duly executed amendment as set forth in the Agreement.

C. PAYMENT REQUESTS

Payment request must include the following:

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

Attachment B-1



**State Funding, Including: Emergency Solutions Grant,
Coronavirus Response**

Project Budget - Revenues

Project Title Emergency Shelter
 Applicant Name PATH Santa Barbara
 ESG-CV Award _____ **Budget Term: 2021 - 2022**

Component	Award Amount
Emergency Shelter	309,112
TOTAL	\$ 309,112

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which ESG-CV2 funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	ESG-CV Funds	Other
ESG-CV Program (This grant)	\$ 309,112	\$ 309,112	
CDBG - Cities			
CDBG - County			
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
<i>Other Federal Funds (specify program below)</i>			
<i>Other State Funds (specify program below)</i>			
<i>Other Funds</i>			
County Human Services Funds			
Other Local Funds: County and City of SB general Funds			
Private Trusts and Foundation Funds			
Fundraising Events			
Donations			
Client Fees			
<i>Other (specify source below)</i>			
Total Revenue	\$ 309,112	\$ 309,112	\$ -

Attachment B-2



State Funding, Including: Emergency Solutions Grant, Coronavirus Response

Project Budget - Expenses

Project Title Emergency Shelter
 Applicant Name PATH Santa Barbara

Expenses

Budget Term: 2021 - 2022

Expense	Total Program Budget	ESG-CV Program		
		Essential Services	Operations	Other Source
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.				
Associate Director, Shelter Ops (\$75,000 annual * 60% FTE * 75% year)	\$ -			
Case Manager (\$42,000 annual *100% FTE * 75% year)	\$ 31,500	\$ 31,500		
Cook (\$40,000 annual *100% FTE * 75% year)	\$ 30,000		\$ 30,000	
Kitchen Aide (\$36,000 annual *100% FTE * 75% year)	\$ 27,000		\$ 27,000	
Residential Coordinator (\$39,000 annual *100% FTE * 75% year)	\$ -			
Client Relations Associate (\$36,000 annual *100% FTE * 75% year)	\$ 27,000	\$ 27,000		
Fringe Benefits @45% (8% Payroll tax, 9% workers comp, 26% Health, 2% Retirement)	\$ 23,625	\$ 13,163	\$ 10,463	
Contract Personnel (Temporary Staff) (\$4,166.67 * 9 months, staff coverages)	\$ 37,500	\$ 37,500		
Client Services and Direct Assistance				
Janitorial Services (costs effective Jan 1, 22 - Sept 30, 22)	\$ 10,878		\$ 10,878	
Security (costs effective Jan 1, 22 - Sept 30, 22)	\$ 35,464		\$ 35,464	
Food (costs effective Jan 1, 22 - Sept 30, 22)	\$ 6,209		\$ 6,209	
Building Repair & Maintenance (costs effective Jan 1, 22 - Sept 30, 22)	\$ 36,822		\$ 36,822	
Trash Disposal (costs effective Jan 1, 22 - Sept 30, 22)	\$ 5,796		\$ 5,796	
Utilities (costs effective Jan 1, 22 - Sept 30, 22)	\$ 19,656		\$ 19,656	
	\$ -			
	\$ -			
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	\$ -			
Other (specify below)	\$ -			
Indirect Costs (Maximum 10% of Labor)	\$ 17,663	\$ 10,916	\$ 6,746	
Total Expenses	\$ 309,112	\$ 120,079	\$ 189,033	\$ -
		TOTAL ESG-CV Request:	\$ 309,112	

Mandatory Budget Narrative (Please briefly describe each line item, provide example expenditures)
 See budget line item descriptions/details

Attachment B-3

Attachment to Subrecipient Agreement between
County of Santa Barbara
and
PATH SB
Emergency Shelter

The Federal Funding Accountability and Transparency Act (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. In connection with FFATA, Santa Barbara County Housing and Community Development requires all agencies that meet the following thresholds to report:

DUNS Number 023282457

If your agency or organization:

1. Had a gross income, from all sources, over \$200,000 in Agency's previous tax year, or
2. Receives more than 80% of annual gross revenues from the Federal government and those revenues are greater than \$25 million annually, and
3. Is receiving an award of \$25,000 or more through this grant, and
4. Compensation information of your five top senior executives is not available to the general public;

Then you must provide the total compensation and names of your top five executives below.

1)	Jennifer Hark Dietz, CEO	299,000.16
	_____ Name	_____ Annual Salary
2)	Sarah Kolish, COO	208,014.72
	_____ Name	_____ Annual Salary
3)	Tescia Uribe, CPO	198,875.04
	_____ Name	_____ Annual Salary
4)	Jonathan Castillo, CRO	182,749.92
	_____ Name	_____ Annual Salary
5)	La Keishia Childers, CCAO	172,000.08
	_____ Name	_____ Annual Salary

Please check this box if you do not meet any of the thresholds noted above.

I certify that the information reported in this form is in compliance with the False Claims Act (U.S. Code Collection, title 31, Subtitle III, Chapter 37, Subchapter III, §§ 3729). I understand that any person who knowingly makes a false or fraudulent claim for payment or approval, may be liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000 plus three (3) times the amount of damages which the Government sustains.

DocuSigned by:
Signature: Jennifer Hark-Dietz
8D9C8C42CC784A4...

Date: 3/3/2022 | 2:07 PM PST

Title: Chief Executive Officer

Exhibit C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)						
STATE Emergency Solutions Grant, Corona Virus Round (ESG-CV) Program						
County of Santa Barbara Community Services Department						
Agency Name: <u>PATH SB</u>		DUNS #: _____		ESPR Request #: _____		
Project Name: <u>Emergency Shelter</u>				Date Submitted: _____		
Address: <u>816 Cacique Street #3622, Santa Barbara, CA 93103</u>				Report Period:		
Contact Person: <u>Jonathan Castillo</u>		Title: <u>Chief Regional Officer</u>		<input type="checkbox"/> Jan-Mar 2022		
Email Address: <u>JonathanCastillo@ePath.org</u>		Phone #: _____		<input type="checkbox"/> Apr-June 2022		
				<input type="checkbox"/> Jul - Sep 2022		
Submit completed ESPR and required documentation to:						
Staff Person: <u>Roc Lowry</u>		Title: _____		PO/Contract #: _____		
Email Address: <u>roclowry@countyofsb.org</u>		Phone #: _____		HCD Project #: _____		
Grant Budget and Expenditures						
Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	Emergency Shelter - Essential Services	Salaries & Benefits	\$ 109,162.50	\$ -	\$ -	\$ 109,162.50
	Emergency Shelter - Essential Services	Client Services & Direct Assistance	\$ -	\$ -	\$ -	\$ -
	Emergency Shelter - Essential Services	Indirect Costs	\$ 10,916.00	\$ -	\$ -	\$ 10,916.00
	Emergency Shelter - Operations	Salaries & Benefits	\$ 67,462.50	\$ -	\$ -	\$ 67,462.50
	Emergency Shelter - Operations	Client Services & Direct Assistance	\$ 114,825.00	\$ -	\$ -	\$ 114,825.00
	Emergency Shelter - Operations	Indirect Costs	\$ 6,746.00	\$ -	\$ -	\$ 6,746.00
TOTAL			\$ 309,112.00	\$ -	\$ -	\$ 309,112.00
<input type="checkbox"/> Check this box if this is the final payment.						
Certification						
I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.						
Manager / Fiscal Officer			Administrator / Executive Director			
Name		Title	Name		Title	
Signature		Date	Signature		Date	

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Detailed Expenditures for 2021-2022 STATE ESG CV

Instructions: Enter information from employee timesheets and agency payroll summaries/paycheck stubs. Include employee name, job title, check number, pay period end date, total hours worked during the pay period, hours worked on ESG-funded activities during the pay period, including cash match, gross pay for pay period, amount requested for reimbursement, and match source (if applicable). Cells shaded in gray will automatically calculate. The total amount requested will automatically populate in the appropriate cells in the ESPR Form.

Salaries must be supported with timesheets and payroll summaries/paycheck stubs.

Component _____
 Activity _____

EMPLOYEE NAME	TITLE	CHECK #	PAY PERIOD END DATE	TOTAL HOURS	ESG HOURS	% ESG	GROSS PAY	ESG-ELIGIBLE AMOUNT	REQUESTED AMOUNT	MATCH SOURCE
						0%	\$ -	\$ -		
						0%	\$ -	\$ -		
						0%	\$ -	\$ -		
						0%	\$ -	\$ -		
						0%	\$ -	\$ -		
						0%	\$ -	\$ -		
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						0%	\$ -	\$ -		
						0%	\$ -	\$ -		
						0%	\$ -	\$ -		
							TOTAL	\$ -	\$ -	

Certification
 I certify that the information contained herein accurately reflects source documents, e.g., employee timesheets and payroll registers, and is eligible under the program.

Manager / Fiscal Officer

Name _____ Title _____

Signature _____ Date _____

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
Detailed Expenditures for 2021-2022 STATE ESG CV

Instructions: Complete the chart for each activity as applicable. Do not enter information in shaded cells.

Component _____
Activity _____

VENDOR	DESCRIPTION	CHECK #	CHECK DATE	CHECK TOTAL	REQUESTED AMOUNT	MATCH SOURCE
TOTAL				\$ -	\$ -	

Certification
I certify that the information contained herein accurately reflects source documents, e.g., employee timesheets and payroll registers, and is eligible under the program.

Manager / Fiscal Officer

Name _____ Title _____

Signature _____ Date _____

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
Detailed Expenditures for 2021-2022 STATE ESG CV

Instructions: Complete the chart for each activity as applicable. Do not enter information in shaded cells.

Component _____
Activity _____

VENDOR	DESCRIPTION	CHECK #	CHECK DATE	CHECK TOTAL	REQUESTED AMOUNT	MATCH SOURCE
TOTAL				\$ -	\$ -	

Certification
I certify that the information contained herein accurately reflects source documents, e.g., employee timesheets and payroll registers, and is eligible under the program.

Manager / Fiscal Officer

Name _____ Title _____

Signature _____ Date _____

Exhibit D



Quarterly Status Report

EXHIBIT D

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Roc Lowry by email to roclowry@countyofsb.org.

- Quarter 1 1/1/2022-3/31/2022 Quarter 2 4/1/2022-6/30/2022 Quarter 3 7/1/2022-9/30/2022

Agency PATH SB Contact Person Jonathan Castillo
 Project Emergency Shelter Phone Number _____
 Contract # _____ Email Address JonathanCastillo@ePath.org

1. APR Subrecipient Report

Generate an APR Subrecipient Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report. Domestic violence programs should generate comparable reports from a HMIS-comparable database.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
Total year-round beds	56		
Total seasonal beds	0		
Total number of bed-nights made available	10,760		
Total unduplicated number of persons served	84		
Total unduplicated number of households served	84		

Performance Measures - Overall

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
% of participants will move into transitional housing at project exit	10						
% of participants will move into Rapid Rehousing at project exit	30						
% of participants will move into permanent housing at project exit	20						
% of adult participants gaining new or increasing existing earned income at project exit	20						
% of adult participants will obtain cash/non-cash benefits at project exit	20						
% of participants who move into transitional housing or permanent housing (including RRH) remaining housed for 3 months	85						

EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Narrative (Attach additional pages, as needed)

1. Describe the project’s progress in meeting the goals and performance measures as set forth in the Subrecipient Agreement. If the project is not performing as planned, provide an explanation.
2. Describe the alignment between ESG-CV funded activities and “Housing First” principles.

3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
RACE		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
Totals in RACE		
ETHNICITY¹		
Hispanic or Latino ²		
Not Hispanic or Latino		
Totals in ETHNICITY		

4. Project Funding

Report funding received for the **project** during the quarter and year-to-date by source.

HUD Funds

¹ Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.

² Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

	Amount
ESG	\$
CDBG – County	\$
CDBG – Other	\$
HOME	\$
HOPWA	\$
Total	\$

Other Funds

	Amount
Other Federal Funds	\$
State Funds (including ESG-CV)	\$
Local Funds	\$
Private Funds	\$
Other Funds (<i>Specify fund source below</i>)	\$
	\$
	\$
Total	\$

5. Additional Comments

Provide any additional comments on areas of this report that need explanation.

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E

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 ensure 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, attached as **Exhibit D** 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 F

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 affect 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 G

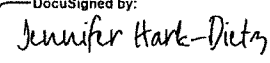
Certification of Standards for Financial Management Systems

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by providing for and incorporating the following:

- A. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- B. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
- C. Effective control over and accountability for all funds, property and other assets. SUBRECIPIENT shall adequately safeguard all such assets and assure they are used solely for authorized purposes;
- D. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data;
- E. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks, warrants or payments by other means for program purposes by SUBRECIPIENT;
- F. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award; and
- G. Accounting records including cost accounting records that are supported by source documentation.

Subrecipient: PATH SB

Authorized Representative: Jennifer Hark Dietz, CEO & Executive Director

DocuSigned by:

8D9C8C42CC784A4...
Signature

3/3/2022 | 2:07 PM PST

Date

EXHIBIT H

Federal Award Identification Information

i. Subrecipient Name (which must match the registered name in DUNS)		PATH SB
ii. Subrecipient DUNS number		023282457
iii. Federal Award Identification Number (FAIN)		Click here to enter text.
iv. Federal Award Date		Click here to enter text.
v. Period of Performance	Start Date	January 1, 2022
	End Date	September 30, 2022
vi. Amount of Federal Funds Obligated by this action		\$309,112
vii. Total Amt of Federal Funds Obligated to subrecipient		\$309,112
viii. Total Amount of the Federal Award		\$309,112
ix. Federal award project description		Emergency Shelter
x. Name of Federal awarding agency,		U.S. Department of Housing and Urban Development
Pass through entity,		County of Santa Barbara
And contact information for awarding official		
xi. CFDA	Number	14.231
	Name	Emergency Solutions Grant Program
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		10%

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

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

- 1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
- 2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all Contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
- 3) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section 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 Program Representative for review and approval.

6. **Inspections**

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. The COUNTY and State reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements will be corrected by SUBRECIPIENT and that COUNTY 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 ESG-CV 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 ESG-CV program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating

Service Areas in the Continuum of Care allocation, the COUNTY shall work collaboratively with the SUBRECIPIENT to develop performance improvement plans which shall be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.

- D. If it is determined that a SUBRECIPIENT falsified any certification, application information, financial, or contract report, the SUBRECIPIENT shall be required to reimburse the full amount of the ESG-CV award to the COUNTY, and may be prohibited from any further participation in the ESG-CV program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all ESG-CV monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State ESG-CV 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 Work. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR, § 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407, subdivision (d), and completion by the COUNTY, State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

13. Prevailing Wages

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

14. Eligible Activities

- A. State ESG funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit B as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional limitations or requirements shall apply.
- B. If permitted in the Scope of Work and Budget, a maximum of ten percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities.
- C. State ESG funds shall not be used for renovation, conversion, or major rehabilitation activities pursuant to 576.102. Minor repairs to an ESG-funded Emergency shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of State ESG funds.
- D. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the COUNTY prior to the award of funds for these activities: (1) that there is an unmet need for these activities for the subpopulation proposed for targeting, and (2) that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

15. Core Practices

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

16. Core Components of Housing First

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

17. Reporting and Recordkeeping

- A. By October 15, 2022, 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 month, SUBRECIPIENT shall provide COUNTY with a ESG-CV Program Financial/Invoice Report, for which a sample is attached hereto as Exhibit C, on or before the 15th day following the close of the previous month, setting forth its activities for the previous month. 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 fifteen (15) days after the end of the reporting period.
- C. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a ESG-CV Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the 15th day following the close of the previous month, 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 fifteen (15) days after the end of the reporting period.
- D. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG-CV data elements and complies with HUD Data and Technical Standards). SUBRECIPIENT shall collect all program data elements using the HMIS and comply with all reporting requirements.
- E. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Grant for a period of five (5) years from the date of expiration of the Agreement.
- F. SUBRECIPIENT shall submit required reports on forms approved by the County.