

Attachment B: Development Agreement

DEVELOPMENT MANAGEMENT AGREEMENT

BETWEEN

County of Santa Barbara

AND

DignityMoves Hope Village LLC,
a California limited liability company
Hope Village
APN 128-085-044
Santa Maria, California 93454

DEVELOPMENT MANAGEMENT AGREEMENT

THIS DEVELOPMENT MANAGEMENT AGREEMENT (the "**Agreement**") is made effective as of February 28, 2023 (the "**Effective Date**"), by and between the County of Santa Barbara ("**County**") and DIGNITYMOVES Hope Village LLC, a California limited liability company ("**DignityMoves**" and together with County, collectively, the "**Parties**" and each individually a "**Party**").

RECITALS

A. This Agreement is intended to provide for the development of temporary interim supportive housing for formerly unhoused individuals in order to assist in addressing the County's homelessness crisis.

B. DignityMoves intends to lease from County pursuant to the terms of that certain Ground Lease Agreement dated on or about the Effective Date of this Agreement (the "**Lease**"), that certain real property located in the City of Santa Maria, County of Santa Barbara, State of California, as more particularly described in **Exhibit "A"** attached to this Agreement (the "**Property**"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Lease.

C. DignityMoves, with the approval of County, intends to develop the Property with an interim housing project for formerly unhoused individuals containing 94 individual residential units and wet areas (including common restrooms and restrooms adjoining certain units), common areas including, ancillary dining, laundry and storage facilities for residents and office and administration facilities for operation of the project (together with all related facilities, the "**Project**"). For purposes of this Agreement, the term "Project" shall be deemed to include the final number of residential units developed with related improvements as ultimately approved by the agency or agencies or Governmental authority or authorities with jurisdiction.

D. DignityMoves will receive funding for the development of the Project (the "**Funding**") in the approximate amount of Three Million, Eight Hundred Thousand Dollars (\$3,800,000.00) from Community Philanthropy and Two Million dollars (\$2,000,000) as a grant from Dignity Health under its CommonSpirit Health Homeless Health Initiative (the "**Dignity Health Funding Agreement**"); from the County, One Million Dollars (\$1,000,000.00) ("**ARPA funds**") subject to that certain Development Subrecipient Agreement attached hereto as **Exhibit "B"** (the "**Development Subrecipient Agreement**", and collectively with the Dignity Health Funding Agreement and restrictions on funds, the "**Funding Agreements**"), and in the approximate amount of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) from its own fundraising efforts.

E. DignityMoves is experienced in the development and ownership of housing development projects similar to the Project. DignityMoves will own the constructed individual modular residential units and the ancillary buildings and improvements for the Project.

F. The County desires to engage DignityMoves, and DignityMoves desires, to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting,

construction and completion of the Development Work (as such term is hereinafter defined) upon the terms, conditions and covenants herein described.

G. DignityMoves has identified a goal of having the Project permitted and ready for construction on or before March 7, 2023.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual promises and covenants contained in this Agreement, the County and DignityMoves agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" shall mean a person or entity controlled by, under common control with or controlling another person or entity. The term "control" means the ownership, directly or indirectly, of at least 50% of the voting ownership interests in an entity, or the management control of an entity.

"Agreement" shall mean this Development Management Agreement, as may be amended, modified or supplemented from time to time in accordance with the provisions hereof.

"Applicable Laws" shall mean all applicable federal, state, and local laws (statutory, common, or otherwise), ordinances, codes, rules, regulations, orders, injunctions, judgment, decrees, rulings or other similar requirement enacted, adopted, promulgated or applied by a Government or court of competent jurisdiction.

"Architect" shall mean the licensed architect engaged by DignityMoves to design the Project.

"Business Day" shall mean any day other than a Saturday, Sunday or other than a holiday on which businesses in the State of California are generally closed for business.

"City" shall mean the City of Santa Maria.

"Construction Contract(s)" shall mean any construction contracts entered into by DignityMoves and any Contractor providing for the performance of Development Work.

"Consultants" shall mean the architects, engineers, consultants or designers engaged by DignityMoves, for the Project.

"Contractor(s)" shall mean one or more licensed general contractors to be engaged by DignityMoves to construct all or a portion of the Improvements.

"County" shall mean the County of Santa Barbara.

"**Day**" shall mean a calendar day unless specifically referenced as a Business Day.

"**Development Budget**" shall mean the budget for the Development Work to be provided by DignityMoves to the County in accordance with the terms of this Agreement, as it may be amended and/or updated from time to time, setting forth the anticipated costs, expenses, and income and other relevant financial projections to perform and complete the Development Work.

"**Development Plan**" shall mean the general plan for development of the Project consisting of the product type and size, site plan and density of development and Project amenities, which shall be consistent with the Entitlements.

"**Development Schedule**" shall mean a schedule to be prepared by DignityMoves and provided by DignityMoves to the County showing the dates of commencement and completion of various components of the Development Work, which Development Schedule shall be updated by DignityMoves as provided in this Agreement.

"**Development Work**" shall mean any and all construction and other work necessary for the construction of the Improvements, all as covered by the Development Budget.

"**Entitlements**" shall mean the Permits and all other Governmental agreements, permits, approvals and entitlements required from time to time for the development of the Project, including, but not limited to, the Development Work.

"**Force Majeure Event**" shall mean any of the following actions or events that causes an unavoidable prevention, delay or stoppage in the performance required of a Party hereunder, which action or event occurs outside of such Party's reasonable control and is not attributable to any act or omission of such Party or any of such Party's employees, members, affiliates, contractors, subcontractors, consultants, agents, or representatives: war, insurrection, strikes, lockouts, riots, material unavailability of labor or construction materials, supplies and equipment or product shortages, floods, earthquakes, fires, casualties, acts of terrorism, epidemics, pandemics, Governmental quarantine restrictions, freight embargoes, suits filed by unrelated third parties concerning or arising out of this Agreement; provided, however, that "Force Majeure Event" shall not include the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement, and all schedules, milestones and completion dates, and DignityMoves' staffing and plans reflect and include considerations necessitated by the current COVID-19 pandemic, including, without limitation: (a) suspensions and interruptions of work and/or services that are in place or scheduled; (b) restrictions on the working environment and construction means and methods; (c) size and proximity of work forces and worker productivity that are expected to follow as a result; and (d) shortages or price escalations for required materials and equipment.

"**Government**" or "**Governmental**" shall mean and include the City, County and any other governmental, quasi-governmental, or public utility authority.

"**Improvements**" shall mean the onsite and offsite grading, installation of sewer, water, storm drain, electrical, cable, and other utilities and connections to the Property and the Project, site preparation and the installation of prefabricated and/or modular housing units to be incorporated into the Project, and vertical construction of any improvements constituting the

Project, together with the installation of landscape areas, including entry areas, walkways, open space and any other improvements to be constructed in connection with the development of the Project as set forth in the Plans and Specifications, as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, and any other Work of Improvement as that term is defined in Section 8050 of the California Civil Code.

"Line Items" shall mean the cost accounting categories set forth in the Development Budget for each of the construction trades for the construction of the Improvements and for any separate material categories or other development costs, including costs to obtain the Entitlements.

"Permits" shall mean such grading and building permits as may be necessary for the Development Work and construction of the Improvements.

"Plans and Specifications" shall mean the grading plans and the architectural and engineering plans and specifications for the Improvements including the improvement plans, Development Plan, the plot plans showing the proposed location of the Improvements and appurtenances, and such other plans and specifications as may be necessary for the construction of the Improvements.

"Project" shall have the meaning set forth in Recital C, above.

"Project Costs" shall mean all costs incurred by DignityMoves in connection with the Project, in accordance with the Development Budget.

"Project Documents" shall mean this Agreement, the Lease, and the Development Subrecipient Agreement, collectively.

"Property" shall have the meaning set forth in Recital B, above.

"Services" shall mean the services contemplated to be performed by DignityMoves under this Agreement, which are in the nature of development services.

"Subcontractor" shall mean a person or organization who has a direct contract with DignityMoves to perform any work or to provide any materials, equipment or supplies for the Project and, as used herein, unless the context otherwise requires, shall include sub-subcontractors.

"Third Party or Parties" shall mean individually or collectively, as applicable, any Consultant, Contractor, Subcontractor, vendor, supplier or any other person or entity providing services or materials to the Project in connection with its development, other than DignityMoves.

"Third Party Contract" shall mean a contract between County and/or DignityMoves and any Third Party with respect to the development or operation of the Project, including any Construction Contract.

"Unavoidable Delay" shall mean any unavoidable prevention, delay or stoppage in the performance required of a Party hereunder caused by a Force Majeure Event, provided that (i) such Party has given prompt written notice to the other Party specifying and documenting such Force Majeure Event, and the anticipated impact of such Force Majeure Event on such Party's ability to

perform, (ii) such Party has used and continues to use reasonable and diligent efforts to avoid and minimize such delay, stoppage, and/or prevention of performance, (iii) such Party has cooperated with the other Party to mitigate the impact of such delay, stoppage, and/or prevention of performance, and (iv) such Party provides written updates to the other Party containing the information required in the foregoing clauses (i) through (iii) on a weekly basis during the continuation of such unavoidable prevention, delay or stoppage. In no event shall the COVID-19 pandemic or its impacts, whether or not currently known, result in any Unavoidable Delay.

ARTICLE 2 ENGAGEMENT; STANDARDS OF PERFORMANCE

2.1 Engagement. County hereby engages DignityMoves as the development manager of the Project with respect to the Development Work, for the purpose of managing, arranging, supervising and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms and conditions of the Project Documents. DignityMoves hereby accepts such engagement, and DignityMoves hereby agrees to use commercially reasonable efforts to perform the Services, including (i) obtaining and preserving all Entitlements required from time to time for the Project, (ii) negotiating all Third Party Contracts necessary for the completion of the Project, if any, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, all within the Development Budget and Development Schedule as the same may be modified from time to time in accordance with the provisions of this Agreement, (vi) signing documents, agreements, purchase orders, subcontracts, change orders and other instruments and writings related to the Project, (vii) issuing payments in connection with the Development Work on checks drawn against the Project Account(s) (as such term is hereafter defined), and (viii) such other tasks as are necessary to perform or procure the Development Work.

2.2 Standard of Performance. DignityMoves shall furnish its skill and judgment to perform the Development Work and shall cooperate with and reasonably inform the County and the Third Parties performing Development Work or otherwise providing services relating to the Project. DignityMoves shall perform its duties and obligations under this Agreement in a reasonably efficient, expeditious and economical manner, in accordance with the applicable Development Schedule and within the amounts budgeted in the Development Budget (except as otherwise permitted pursuant to the terms of this Agreement) consistent with the skill and care required of and ordinarily provided by development managers practicing in the same or similar locality under the same or similar circumstances, but in no event less than reasonable skill and care, and in compliance with all Applicable Laws. DignityMoves shall perform the Services as expeditiously as is consistent with such skill and care and the orderly progress of the Project in accordance with the Development Schedule.

2.3 DignityMoves' Oversight of Personnel, Contractors, and Consultants. DignityMoves may perform its duties and obligations hereunder with its own employees and/or by engaging Consultants and Contractors. DignityMoves shall be responsible for hiring, supervising, training, and terminating all of its employees and staff members performing Services relating to the Project. Matt Riley ("**Representative**") shall represent DignityMoves as its agent,

and all written communications given to or by that Representative shall be as if given to or by DignityMoves. DignityMoves shall ensure that its employees, Consultants, and Contractors at all times perform DignityMoves' obligations hereunder in a good and workmanlike manner and in accordance with the provisions of the Project Documents.

2.4 County's Representatives. Those persons designated and identified in writing by County as its representatives shall represent County as its agents, and all written communications given to or by those representatives shall be deemed given to or by County. County's representatives may be changed from time to time by County by delivery of written notice thereof to DignityMoves.

2.5 Access to Work. The County, upon reasonable (no less than 24 hours', unless emergency circumstances justify less) notice, DignityMoves and their respective officers, managers, members, representatives, agents and employees shall at all times have access to the Project during the Term.

2.6 Project Accounts. DignityMoves shall establish one or more bank accounts (the "**Project Account(s)**") with banks designated by DignityMoves, and shall cause to be deposited into such Project Accounts all Funding received by DignityMoves upon DignityMoves' receipt of such Funding. DignityMoves may issue checks or make withdrawals from such Project Accounts for authorized expenditures, all as set forth in the Development Budget, as necessary for DignityMoves to perform its duties and responsibilities hereunder, in accordance with the provisions of the Project Documents. DignityMoves represents and warrants that the Development Budget includes and shall include only allowable costs and an accurate analysis of costs acceptable under the federal ARPA program guidelines and pursuant to 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable. DignityMoves further agrees to utilize ARPA funds to supplement rather than supplant funds otherwise available.

2.7 Licensing. The County acknowledges that DignityMoves does not hold a Contractor's State License Board (CSLB) license, and has advised the County of the same.

2.8 Term. The term of this Agreement shall commence as of the Effective Date and shall terminate upon the Subaward Period of Performance & Budget Period End Date ("**Term**").

ARTICLE 3 PERFORMANCE OF THE DEVELOPMENT WORK

3.1.1 Development Budget, Development Schedule and Development Plan. The Development Budget and all amendments related to the expenditure of ARPA funds thereto shall be subject to the County's prior written approval. The Development Schedule and Development Plan shall be provided to the County prior to commencing construction. Any amendments to the Development Schedule and Development Plan shall be promptly delivered to the County. DignityMoves shall proceed with diligence to perform the Development Work in accordance with the Development Plan, the Development Schedule, the Plans and Specifications, and the Development Budget.

3.1.2 Delay. If any delay in completion of the Development Work in accordance with the Development Schedule (or other applicable time period as specified herein) occurs due to a Force Majeure Event, the time for such performance shall be extended for a period equal to the period of such Unavoidable Delay. Promptly after DignityMoves becomes aware that (i) any action or performance set forth in the Development Schedule will be materially delayed beyond the start or completion date that is specified for such action or performance in the Development Schedule, or (ii) any changes to the Development Plan are necessary or advisable, and at such other times as the County may reasonably request, DignityMoves shall furnish to County proposed additional or revised schedules with variance explanations and/or revisions to the Development Plan and/or Development Schedule.

3.2 Responsibilities of DignityMoves.

3.2.1 General Responsibility. DignityMoves' general responsibility hereunder as development manager shall be to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Development Work, and to take such actions as necessary to perform the Services and perform DignityMoves' other obligations hereunder in accordance with the provisions of the Project Documents, and as County may reasonably request within the scope of DignityMoves' responsibilities under this Agreement. DignityMoves will be required to make continuous inspections of the Development Work and supervise the means, methods, and techniques of construction, regardless of whether such Development Work is performed by DignityMoves directly or by Third Parties. In furtherance of the foregoing, the Improvements shall include the following: a 94-unit temporary interim supportive housing site constructed with modular units, some of which will be respite units with private bathrooms, and the rest of which shall be rooms for habitation by individuals (including transition age youth) and couples, common bathrooms, administrative offices, dining facilities, laundry and storage. Additionally, there will be one or more designated smoking areas and on-site parking.

3.2.2 Project Approvals. DignityMoves shall be solely responsible for procuring Entitlements. DignityMoves shall ensure that the Project is developed in accordance with the terms and conditions of this Agreement, and in compliance with the terms and conditions of the Ground Lease, the Development Subrecipient Agreement, and all Entitlements.

3.2.3 Construction Plans. Within sixty (60) days after the Effective Date, DignityMoves shall engage the Architect to prepare construction plans for the Project (the "**Construction Plans**") and, together with the Architect and such Consultant(s) and Subcontractor(s) as are determined by DignityMoves to be necessary, cause to be prepared building, grading and landscaping permit applications for review and approval by the County. The County shall promptly review any Construction Plans or other submittals provided by DignityMoves and provide comments thereon within five (5) Business Days of County's receipt of same, to the extent reasonably practicable. DignityMoves shall direct the Architect and all Subcontractors and Consultants, if any, to submit to County each subsequent revision of such document(s) within thirty (30) days of County's delivery of such document(s) to DignityMoves, to the extent reasonably practicable. As used herein "**Construction Plans**" means all construction documents upon which DignityMoves, the Architect, Contractor and any Subcontractors or Consultants shall rely in constructing the Project, and shall include, without limitation, the Plans

and Specifications, Development Plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans and any modifications thereto shall be based upon the approvals issued by the County for the Project, and shall not materially deviate therefrom without the express prior written consent of County.

3.2.4 Construction Pursuant to Plans. DignityMoves shall oversee the development, design and construction of the Project as herein described, in accordance with the approved Construction Plans, all other Entitlements, and the Project Documents. DignityMoves shall require its employees, agents, representatives, and all Contractor(s), Subcontractor(s), and Consultants to comply with all directions, rules and regulations of any fire marshal, health officer, building official or other officer of every Governmental agency having jurisdiction over the Property or the Project. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

3.2.5 Construction Schedule. DignityMoves shall cause construction of the Project to be commenced by starting utility extensions, site preparation and foundation preparation (“**Commence Construction**”) within three (3) business days of County’s issuance of a grading permit for the Property consistent with the Construction Plans. DignityMoves shall cause construction of the Project to be diligently performed to completion sufficient to allow County to issue final certificates of occupancy for the Project on or before the date that is sixty (60) days after issuance of temporary certificates of occupancy. Notwithstanding the foregoing, DignityMoves shall pursue, and the County shall reasonably cooperate with DignityMoves’ pursuit of, a temporary certificate of occupancy, pursuant to which the Project may be occupied prior to issuance of final certificates of occupancy.

3.2.6 Mechanic’s Liens and Stop Notices. DignityMoves shall keep the Property free from liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of DignityMoves in the performance of its obligations hereunder.

3.2.7 Cost of Construction. The costs of designing, developing and constructing the Improvements and the Project and compliance with the Project approvals shall be paid from the Funding, which shall be made available to DignityMoves for its disbursement and application to the Contractor, Subcontractor(s), Consultants and other professionals contributing to the construction of the Project in accordance with the provisions of the Development Subrecipient Agreement and all Applicable Laws.

3.2.8 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and DignityMoves shall refrain from, and shall ensure that all Contractors, Consultants and Subcontractors refrain from, discrimination on such bases.

3.2.9 Compliance with Laws. DignityMoves shall, and shall ensure that all Contractors, Consultants, and Subcontractors engaged in connection with the Project perform the Services in a first class and workmanlike manner in accordance with the Construction Plans, the Project Documents, the Entitlements, and in compliance with all Applicable Laws.

3.3 Sufficiency of Project Funds. DignityMoves represents that the amount of the Funding is anticipated to be sufficient to complete the Project in accordance with the Development Budget and Development Schedule, as the same may be modified from time to time.

3.4 Approvals and Consents of County. If at any time DignityMoves requests the approval of County with respect to any matter relating to the Project, County shall provide such approval or disapproval within five (5) Business Days of receiving written notice of such request (as provided in Section 11.4) from DignityMoves, along with all documentation reasonably requested by County in connection with such request.

ARTICLE 4 AUTHORITY OF DEVELOPMENT MANAGER

DignityMoves shall have no right or authority, express or implied, to commit or otherwise obligate County in any manner whatsoever except to the extent specifically authorized in writing by County.

ARTICLE 5 PROGRESS MEETINGS

At County's request, DignityMoves shall schedule and attend periodic (as frequently as weekly) meetings with County to discuss the progress of the development and construction of the Project.

ARTICLE 6 INSURANCE

6.1 Insurance General. At all times during the Term, DignityMoves shall comply with the following insurance requirements:

6.1.1.1 Except as otherwise approved by County, all insurance described under this Article to be carried by DignityMoves will be maintained by DignityMoves with insurance carriers having a general policyholders' rating of not less than an "A-" and financial rating of not less than "VI" in the most current Best's Key Rating Guide. DignityMoves may provide the insurance described in this Article, in whole or in part, through a policy or policies covering other liabilities and projects of DignityMoves provided that DignityMoves obtains a "per project, per location" endorsement.

6.1.1.2 Premiums for all policies of insurance required to be maintained by DignityMoves under this Agreement shall be paid by DignityMoves unless otherwise provided in this Agreement or in the Development Budget.

6.2 Evidence of Insurance. As evidence of DignityMoves' specified insurance coverage, County shall accept certificates issued by DignityMoves' insurance carrier acceptable to County showing such policies in force for the specified period. Such evidence shall be delivered to County prior to commencement of Services. DignityMoves shall also allow County to inspect such evidence of insurance as DignityMoves obtains from its Subcontractors, but County shall have no obligation to inspect such evidence of insurance.

6.3 Workers' Compensation Insurance. DignityMoves shall maintain Workers' Compensation Insurance (statutory limit) for all persons whom it employs in carrying out the Services under this Agreement, the cost of which shall be paid by the County to the extent such Workers' Compensation Insurance covers employees housed at the Project or otherwise dedicated to work at the Project other than the corporate officers and employees of the DignityMoves housed at the DignityMoves' corporate offices.

6.4 Commercial General Liability Insurance. DignityMoves shall maintain Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per incident and with a total limit of Two Million Dollars (\$2,000,000.00) with coverage at least as broad as the current ISO forms.

6.5 Automobile Liability Insurance. DignityMoves shall maintain owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by DignityMoves in connection with this Agreement, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00).

6.6 Umbrella/Excess Coverage. DignityMoves shall maintain umbrella/excess liability coverage on an "occurrence" basis, with a combined single limit for bodily injury and property damage of Five Million Dollars (\$5,000,000.00) covering general liability and automobile liability.

6.7 Additional Insured. County shall be named as an additional insured in all policies of insurance required to be maintained by DignityMoves hereunder. To the extent available with respect to insurance required to be obtained by Third Parties pursuant to the provisions of Third Party Contracts, DignityMoves shall use reasonable efforts to have Third Parties include County and DignityMoves as an additional insureds under such coverage.

6.8 County's Insurance.

(a) Workers' Compensation. County shall maintain workers' compensation insurance as required by law.

(b) Builder's Risk. County shall maintain an "all risk" (excluding earthquake and flood) builder's risk policy covering loss or damage to the Project in the amount of the full replacement cost thereof and covering the interest of County therein. Such policy shall cover the interest of County and DignityMoves.

(c) Employee Public Liability. County may elect to maintain an employee liability policy (EPL), which covering all County employees working at the Project.

ARTICLE 7 COMPENSATION OF DEVELOPMENT MANAGER

DignityMoves is a non-profit entity and intends to perform the services contemplated hereunder without fee compensation, but shall be entitled to pay and/or seek reimbursement from the Funding (and such additional funding sources as the Parties may identify and secure) of its

incurred expenses and costs in the amounts indicated for such purposes on the Project Budget. Amounts remaining undisbursed in the Project Accounts, except for any ARPA funds, upon final completion of the Project shall be distributable to DignityMoves.

ARTICLE 8 FUNDING FOR PROJECT

8.1 Costs to be Paid With Funding. Project Costs, which are to be paid for from the Funding and such additional funding sources as the Parties may identify and secure, shall include the following general categories to the extent incurred by DignityMoves in accordance with the Development Budget:

8.1.1 All costs for architectural, legal, accounting, engineering and other consultant services and for soils, geological, and toxic and hazardous waste studies, and any environmental studies;

8.1.2 All construction costs, including labor and material costs and equipment rental and repair, and the costs to maintain the Property as provided in this Agreement;

8.1.3 All Governmental licenses and fees relating to the Project, costs to process, obtain and maintain the Entitlements, all real and personal property taxes imposed against the Property and Project and all bonds or deposits required in connection with the development of the Project;

8.1.4 The premiums on any insurance required to be carried by County or DignityMoves pursuant to this Agreement to the extent properly allocable to the Project (but excluding workers' compensation insurance); and

8.1.5 All other costs incurred in connection with the Development Work.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of DignityMoves. DignityMoves hereby represents and warrants to County as follows:

9.1.1 Formation; Qualification. DignityMoves is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of California.

9.1.2 Authorization; Binding Agreement. DignityMoves has taken all action required to allow DignityMoves to enter into this Agreement. This Agreement constitutes a legal, valid and binding obligation of DignityMoves, and neither its execution nor performance violates the requirements of any other agreement to which DignityMoves is a party or is otherwise bound.

9.1.3 Resources. DignityMoves has and shall maintain at all times during the Term sufficient facilities, expertise, staff, assets and other resources to perform its duties under this Agreement.

9.2 Representations and Warranties of County. County hereby represents and warrants to DignityMoves as follows:

9.2.1 Formation; Qualification. County is a political subdivision of the State of California, duly formed and validly existing under the laws of the State of California.

9.2.2 Authorization; Binding Agreement. County has taken all action required to allow County to enter into this Agreement, and this Agreement constitutes a legal, valid and binding obligation of County.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Remedies Cumulative. No remedy herein reserved is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in this Agreement or as now or hereafter existing or at law, equity or by statute.

10.2 Nonwaiver. The failure of either Party to notify the other Party of any default under this Agreement shall not be deemed to be a waiver of any continuing default of any term, covenant or condition set forth in this Agreement, nor of such Party's right to declare a default for any such continuing breach, and the failure of either Party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement, or to exercise any option in this Agreement in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect,

10.3 Binding Effect.—The rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, County and DignityMoves and their respective permitted successors and assigns in accordance with the terms of this Agreement and the other Project Documents.

10.4 Written Notice. For purposes of this Agreement, notices will be deemed to have been given upon personal delivery thereof, three (3) Business Days after having been deposited in the United States Postal Service mail, postage prepaid and properly addressed, one (1) Business Day after having been sent by Federal Express or other nationally recognized overnight delivery service, or upon confirmation if sent by facsimile or email. Any Party may from time to time, by written notice to the other Party, designate a different address for such Party, which shall be substituted for the one set forth for such Party below.

County:	County of Santa Barbara General Services Department Real Property Division 1105 Santa Barbara Street, 2 nd Floor
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Santa Barbara, CA 93101
Attn: Julie Lawrence Real Property Manager
Phone: (805)568-3070
Email: RealProperty@countyofsb.org

DignityMoves:

DignityMoves Hope Village LLC
2406 Bush Street
San Francisco, CA 94115
Attn: Elizabeth Funk
Phone: (415) 867-7397
Email: elizabeth@dignitymoves.org

10.5 Severability. Should any one or more provisions set forth in this Agreement for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein provided that the deletion of such provision does not materially alter this Agreement.

10.6 No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed or construed to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

10.7 Exhibit(s) and Headings; Construction. The Exhibits attached hereto shall be construed with and as integral parts of this Agreement to the same extent as if the same had been set forth verbatim herein. The titles and headings of articles and sections of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) locative adverbs such as “herein,” “hereto,” and “hereunder” shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (iii) the terms “include,” “including,” and similar terms shall be construed as though followed immediately by the phrase “but not limited to;” and (iv) “shall,” “will” and “must” are mandatory and “may” is permissive.

10.8 No Oral Agreements. No oral order, objection, claim or notice by any Party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by an express waiver or modification thereof in writing duly executed by both of the Parties, and no evidence shall be introduced in any proceeding of any other waiver or modification.

10.9 Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

10.10 Governing Law. This Agreement shall be governed by the internal laws of the State of California without regard to choice of law rules.

10.11 Merger. This Agreement, together with the Lease and the Development Subrecipient Agreement and all exhibits hereto and thereto, contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior understandings and agreements between the Parties with respect to the subject matter hereof are superseded by this Agreement, and there are no representations, warranties or agreements except as specifically and expressly set forth herein and in the other Project Documents.

10.12 Time. Time is of the essence of this Agreement and each provision hereof of which time is an element.

10.13 Parties' Relationship. No provisions of this Agreement shall be intended to create an agency, partnership or joint venture or other similar relationship between County and DignityMoves with respect to the Project, and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. Neither this Agreement nor any communication or other action between the Parties relating to the Project is intended or shall be construed to create a joint venture, partnership or other similar relationship between DignityMoves and County.

10.14 Indemnity. DignityMoves shall defend (with counsel reasonably approved by the County), indemnify and hold harmless the County and its officers, officials, agents, representatives, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees and costs), judgments and liabilities relating to, arising out of, in connection with, or incidental to this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly (collectively, "Claims"), including, but not limited to, the acts, errors or omissions of DignityMoves, its employees, agents, volunteers, contractors or invitees, other than in the event of a California Environmental Quality Act (CEQA) challenge or where such indemnification is prohibited by law; provided, however, that Claims indemnified pursuant to the foregoing shall not include claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole negligence or willful misconduct of the County or from the acts, errors or omissions of Good Samaritan Shelter, its employees, agents, volunteers, contractors or invitees. This Section 10.14 shall survive expiration or termination of this Agreement until actions against any person to be indemnified hereunder on account of any matter covered by this indemnity are barred by applicable statutes of limitations.

10.15 Advice of Counsel. Each party hereto represents and warrants that it has received the advice of independent counsel of its own choosing with respect to the meaning and effect of this Agreement. No provision of this Agreement shall be construed in favor of or against any Party on the ground that such Party or its counsel drafted the provision.

10.16 Contingent Upon Lease. The effectiveness of this Agreement is contingent upon the effectiveness of the Lease.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the Effective Date set forth above.

COUNTY:

COUNTY OF SANTA BARBARA
a political subdivision of the State of California

ATTEST
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Das Williams, Chair
Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
GREG MILLIGAN
CEO/RISK MANAGEMENT

By: _____
Lauren Wideman
Deputy County Counsel

By: _____
Greg Milligan
Risk Manager

APPROVED:

APPROVED:

By: _____
Janette D. Pell, Director
General Services Department

By: _____
Julie Lawrence
Real Property Manager

DIGNITYMOVES:

DIGNITY MOVES HOPE VILLAGE LLC,
a California limited liability company

By: _____
Elizabeth Funk, CEO

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 128-085-044

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 8 OF THE CENTRAL COAST PROFESSIONAL PARK II, TRACT 5579, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 157, PAGES 51-57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID LAND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH ALL RIGHTS TO ALL THERMAL ENERGY BY WHATEVER NAME KNOWN, LYING AND BEING IN OR UNDER SAID LAND BELOW 500 DEPTH FROM SURFACE WITH THE RIGHT TO EXTRACT OR REMOVE ANY AND ALL SUCH SUBSTANCES BY SLANT DIRECTIONAL OR OTHER DRILLING OR TUNNELING BUT WITHOUT THE RIGHT TO ENTER IN OR UPON THE SURFACE SAID DEMISED LAND FOR ANY PURPOSES, AS RESERVED IN THE DEED FROM RICHARD JOSEPH LIBEU, ET AL, TO BETTERAVIA PROPERTIES RECORDED AUGUST 16, 1977 AS REEL NO. 77-41219 OF OFFICIAL RECORDS,

EXHIBIT B

DEVELOPMENT SUBRECIPIENT AGREEMENT

(attached)

EXHIBIT B
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED
TERMS
(DEVELOPMENT SUBRECIPIENT AGREEMENT)

These Coronavirus State and Local Fiscal Recovery Fund Required Terms (“SLFRF Terms”) are attached to and incorporated into that certain Development Management Agreement (this “Agreement”) by and between the County of Santa Barbara (“COUNTY”) and DignityMoves Hope Village LLC, a California limited liability company (“DIGNITY” or “SUBRECIPIENT”). This Agreement is funded through the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), a part of the American Rescue Plan Act (“ARPA” or “Act”), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (“Treasury”) onto the COUNTY, and Treasury’s *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*, and these SLFRF Terms set forth the terms and conditions governing the provision by the COUNTY of ARPA funding (this “subaward” or the “Funds”) from which DIGNITY may request reimbursement from COUNTY for eligible costs incurred by DIGNITY in connection with the construction of the Development. In recognition of these funding requirements, SUBRECIPIENT agrees to the following provisions:

1. GENERAL COMPLIANCE.

- A. SUBRECIPIENT shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the Treasury onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time (collectively, “SLFRF Requirements”).
- B. SUBRECIPIENT agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall require such compliance by all other parties to any agreements relating to this subaward by providing for such compliance therein.
- C. Federal regulations applicable to this subaward include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward.

- ii. Universal Identifier and System for Award Management (SAM) 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25, is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2.CFR Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
- v. Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- vii. New Restrictions on Lobbying, 31 CFR Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

D. Statutes and regulations prohibiting discrimination applicable to this subaward, include without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12010 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. USE OF FUNDS.

- A. SUBRECIPIENT represents and warrants that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of its obligations under this Agreement.
- B. SUBRECIPIENT shall only use the Funds disbursed under this subaward in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.

3. REPORTING.

SUBRECIPIENT shall comply with all reporting obligations established by the Treasury, as they relate to this Agreement.

4. MAINTENANCE OF AND ACCESS TO RECORDS.

- A. Pursuant to 2 CFR section 200.337 and Section 4 of the Award Terms and Conditions, SUBRECIPIENT shall maintain all records and financial documents necessary to evidence compliance by COUNTY and SUBRECIPIENT with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- B. COUNTY and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to all records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- C. SUBRECIPIENT shall maintain all records regarding the development Project, the Services, and/or the Funds, including, but not limited to, the records described above in Subsections A and B of this Section 4 (collectively, the "Records"), for a period of five (5) years after final payment for the Services.

5. PRE-AWARD COSTS.

Pre-award costs, as defined in 2 CFR section 200.458, may not be paid with funding from this subaward.

6. ADMINISTRATIVE COSTS.

SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs in accordance with SLFRF Requirements.

7. CONFLICT OF INTEREST.

- A. SUBRECIPIENT covenants that SUBRECIPIENT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of development Services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by SUBRECIPIENT. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SUBRECIPIENT if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SUBRECIPIENT in writing.
- B. SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR section 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. SUBRECIPIENTs must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR section 200.112.

8. TERMINATION.

- A. 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.
- i. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, SUBRECIPIENT shall, as directed by COUNTY, wind down and cease the Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 - ii. **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.
 - iii. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date

of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

- B. By SUBRECIPIENT. Should COUNTY fail to pay SUBRECIPIENT all or any part of the payment set forth in EXHIBIT B, SUBRECIPIENT may, at SUBRECIPIENT's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. 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. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay SUBRECIPIENT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall SUBRECIPIENT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. SUBRECIPIENT shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by SUBRECIPIENT. In the event of a dispute as to the reasonable value of the services rendered by SUBRECIPIENT, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

9. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. 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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.
- B. Unless otherwise specified in the Agreement, SUBRECIPIENT hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by SUBRECIPIENT pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. SUBRECIPIENT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect, and confirm the rights and assignments provided hereunder. SUBRECIPIENT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. SUBRECIPIENT at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other

items provided by SUBRECIPIENT hereunder infringe upon intellectual or other proprietary rights of a third party, and SUBRECIPIENT shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Agreement, SUBRECIPIENT agrees as follows:

- A. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - i. SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of SUBRECIPIENT'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - ii. SUBRECIPIENT agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and SUBRECIPIENT agrees to comply with said regulation.
 - iii. SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - iv. In the event of SUBRECIPIENT'S noncompliance with the nondiscrimination

clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

v. SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) 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 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

11. NONDISCRIMINATION.

- A. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- B. SUBRECIPIENT shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- C. SUBRECIPIENT shall incorporate the language in Section 10 (A) through (B). in every agreement with a contract or purchase order funded under this Agreement.
- D. SUBRECIPIENT shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- E. SUBRECIPIENT shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which

provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

12. CLEAN AIR ACT.

- A. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. SUBRECIPIENT agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

13. FEDERAL WATER POLLUTION CONTROL ACT.

- A. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. SUBRECIPIENT agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

14. DEBARMENT AND SUSPENSION.

- A. As required by 2 CFR section 200.214, SUBRECIPIENT warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT certifies that it shall not, and shall require and ensure that none of its contractors, contract with any contractor, subcontractor, or other party that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that SUBRECIPIENT did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, COUNTY and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. SUBRECIPIENT shall comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and shall include a requirement to comply with these regulations and all SLFRF Requirements in any lower tier covered transaction it enters into.
- E. SUBRECIPIENT shall comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part. 3000, subpart C during the Term and throughout the period of any contract that may arise from this Agreement. SUBRECIPIENT shall include a provision requiring such compliance in all of its lower tier covered transactions.

15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

SUBRECIPIENT shall file the required certification attached as Attachment A Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

16. PROCUREMENT OF RECOVERED MATERIALS.

- A. In the performance of this Agreement, SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

17. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the SUBRECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contract agreements.

B. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. SUBRECIPIENT is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

B. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

D. See Public Law 115-232, section 889 for additional information.

E. See also 2 CFR section 200.471.

19. MANDATORY DISCLOSURE.

SUBRECIPIENT shall disclose in writing to the COUNTY, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. SUBRECIPIENT is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

20. REMEDIES FOR NONCOMPLIANCE.

- A. In the event of SUBRECIPIENT's noncompliance with Sections 602 and 603 of the Act, any other Applicable Law(s), Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury or the COUNTY may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR Section 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.
- B. In addition, in the event COUNTY determines that SUBRECIPIENT is not in compliance with the terms and conditions set forth herein, COUNTY may:
- i. Wholly or partly suspend or terminate the Agreement.
 - ii. Require payments as reimbursements rather than advance payments;
 - iii. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - iv. Require additional, more detailed financial reports;
 - v. Require additional project monitoring;
 - vi. Require SUBRECIPIENT to obtain technical or management assistance;
 - vii. Establish additional prior approval requirements; and
 - viii. Take other remedies that may be legally available.

21. PREVAILING WAGE

If this Project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

State of California Prevailing Wage Laws shall apply to these Funds, and SUBRECIPIENT shall comply with State of California Prevailing Wage Laws in connection with the Development.

22. COPELAND ACT.

The SUBRECIPIENT shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) which are hereby incorporated by reference in this Agreement.

SUBRECIPIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.

- A. Overtime requirements. No SUBRECIPIENT or contractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible SUBRECIPIENT or contractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the SUBRECIPIENT or contractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy SUBRECIPIENT or contractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same SUBRECIPIENT that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
 - i. The SUBRECIPIENT or its contractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3)

implementing the Construction Wage Rate Requirements statute.

- ii. The SUBRECIPIENT and its contractors shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The SUBRECIPIENT or contractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The SUBRECIPIENT shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require contractors to include these provisions in any such lower-tier contracts. The SUBRECIPIENT shall be responsible for compliance by any contractors or lower-tier contractors with the provisions set forth in paragraphs “A” through “D” of this clause.
- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

24. HATCH ACT.

SUBRECIPIENT agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7234-7238), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

25. FALSE STATEMENTS.

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

26. PUBLICATIONS.

Any publications produced with funds from this subaward must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury.”

27. DEBTS OWED TO THE FEDERAL GOVERNMENT.

- A. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Sections 603(e) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.
- B. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements

have been made or if the SUBRECIPIENT knowingly or improperly retains funds that are a debt described in subsection i. above. Treasury will take any actions available to it to collect such a debt.

- C. If Treasury demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of a notice of award of Funds, this Agreement, the SLFRF Requirements, or any other Applicable Law(s), SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of all such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

28. DISCLAIMER.

- A. The United States and COUNTY expressly disclaim any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of the SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract or subcontract under this award.
- B. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

29. PROTECTION FOR WHISTLEBLOWERS.

- A. In accordance with 41 U.S.C. Section 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - i. The list of persons and entities referenced in the paragraph above includes the following:
 - 1. A member of Congress or a representative of a committee of Congress;
 - 2. An Inspector General;
 - 3. The Government Accountability Office;
 - 4. A Treasury employee responsible for contract or grant oversight or management;
 - 5. An authorized official of the Department of Justice or other law enforcement agency;
 - 6. A court or grand jury; or

7. A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ii. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

30. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

31. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees, SUBRECIPIENTs, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

32. TABLE 1: FEDERAL AWARD INFORMATION: COUNTY.

The following Federal Award Information is provided in accordance with 2 CFR section 200.332.

Federal Award Identification		
1	SUBRECIPIENT Name	DignityMoves Hope Village LLC
2	Place of Performance (Address, City, State, Zip)	2131 Southside Parkway, Santa Maria, California 93455
3	SUBRECIPIENT Contact (Email)	elizabeth@dignitymoves.org
4	SUBRECIPIENT Unique Entity Number (DUNS; UEI Number)	
5	Federal Award Identification Number (FAIN)	SLFRP5502
6	Federal Award Date	September 2021
7	Subaward Period of Performance & Budget Period- Start Date	March 7, 2023
8	Subaward Period of Performance & Budget Period- End Date	October 31, 2023
9	Amount of Federal Funds Obligated by this Action by Pass Through to SUBRECIPIENT	\$1,000,000.00
10	Total Amount of Federal Funds Obligated to SUBRECIPIENT by Pass Through Including Current Financial Obligation	\$1,000,000.00
11	Total Amount of Federal Award Committed to the SUBRECIPIENT by the Pass-Through Entity	\$1,000,000.00
12	Federal Award Project Description	Hope Village Temporary Interim Supportive Housing Development
13	Federal Awarding Agency	Department of the Treasury
14	Pass Through Entity	County of Santa Barbara

15	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
16	CFDA Number	21.027
17	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
18	Is Award for Research and Development?	No
19	Indirect Cost Rate for Award	N/A
20	Requirements Imposed by Pass Through Entity	See Sections 10-31 of this Exhibit
21	Additional requirements- Financial and Performance Reports	See Sections 3-4 of this Exhibit
22	Access to SUBRECIPIENT Records	See Section 4 of this Exhibit
23	Closeout Terms and Conditions	See Section 8(C) of this Exhibit
24	Is the SUBRECIPIENT Registered on SAM.gov (Yes/No)	No.
25	If not registered on SAM.gov (Question #24) did the SUBRECIPIENT receive 80% or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No.
26	If not registered on SAM.gov (Question #24) did the SUBRECIPIENT receive \$25 million or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No.

Attachment A
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned officer of SUBRECIPIENT certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included by SUBRECIPIENT in the contracts and award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.
4. The undersigned is a duly authorized officer of SUBRECIPIENT with full authority to make this certification on behalf of SUBRECIPIENT

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned, on behalf of SUBRECIPIENT, certifies or affirms the truthfulness and

accuracy of each statement of its certification and disclosure. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure.

Signature of SUBRECIPIENT's Authorized Official

Date

Name and Title of SUBRECIPIENT's Authorized Official