

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA**  
**AND**  
**DIGNITYMOVES LA POSADA LLC**

**LA POSADA**  
**State of California Encampment Resolution Funding (CERF)**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between the County of Santa Barbara (“COUNTY”), a political subdivision of the State of California, and DignityMoves La Posada LLC, a California limited liability company (“SUBRECIPIENT” or “DIGNITY” and, together with COUNTY, collectively, the “Parties” and each individually a “Party”), whose address is 2406 Bush Street, San Francisco, California 94115.

**WITNESSETH THAT:**

**WHEREAS**, The State of California has established the California Encampment Resolution Funding Program (“CERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13. (AB 140) effective July 19, 2021) to provide competitive grant funds to counties and other jurisdictions; and

**WHEREAS**, the Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (the “Agency” or the “State”);

**WHEREAS**, On December 14, 2021, the County of Santa Barbara’s Board of Supervisors passed and adopted Resolution No. 21-01118, allowing the Director of the Community Services Department to apply for, receive, and administer the CERF funds for the County of Santa Barbara; and

**WHEREAS**, the County entered into a Standard Agreement with the State of California, a copy of which is attached hereto as Exhibit D and incorporated herein by reference (“Standard Agreement”) for \$2,520,000 in CERF funding, which sets forth Program guidelines (the “CERF Program Guidelines”); and

**WHEREAS**, SUBRECIPIENT’s services are to provide the development of temporary interim supportive housing and related improvements for formerly unhoused individuals in order to assist in addressing the County’s homelessness crisis; and

**WHEREAS**, COUNTY selected the following eligible activities from the State’s CERF Program Guidelines: Staffing for Outreach and Engagement, Client Services and Direct Assistance, Interim Housing, Environmental Rehabilitation, and Transportation; and

**NOW, THEREFORE**, the Parties agree that the above recitals are true and correct to the best of their knowledge and, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto as follows:

**I. SCOPE OF SERVICES**

**A. General**

All services under this Agreement shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services shall 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**

This agreement is for the SUBRECIPIENT to provide construction and development of modular interim supportive temporary housing units and related facilities for interim housing. Activities funded by this Agreement are limited to the program components and eligible activities as described in the Scope of Services attached hereto as Exhibit A and incorporated herein. Services shall 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. All activities shall operate in a manner consistent with the requirements of Housing First as set forth in Welfare and Institutions Code sections 8255 et seq.

### **2. Services to be Provided**

SUBRECIPIENT shall be responsible for providing construction and development services in accordance with best practices, as set forth in Exhibit A ("Services").

## **C. Staffing**

All Services shall be performed by SUBRECIPIENT or under SUBRECIPIENT's supervision. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all Services in accordance with Federal, State and Local housing and building codes, as applicable, and in a manner commensurate with their own best practices and with no less than the reasonable and ordinary level of care provided by competent practitioners in the same profession.

All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that SUBRECIPIENT shall comply with, and the Services to be performed shall conform to, (i) the requirements of this Agreement, (ii) all applicable federal, state and local laws, rules, and regulations, including, but not limited to, those that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the County, SUBRECIPIENT, and all eligible activities hereunder, (iii) CERF Program Guidelines, and (iv) 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 required to practice their professions and to perform the Services, including, but not limited to, those necessary to perform design, construction, or operation and maintenance of the deliverables required of SUBRECIPIENT hereunder and under that certain Development Management Agreement by and between COUNTY and SUBRECIPIENT dated on or about the date hereof ("DMA") and that certain Ground Lease by and between COUNTY and SUBRECIPIENT dated on or about the date hereof ("Ground Lease" and, together with this Agreement and the DMA, collectively, the "Project Documents"). SUBRECIPIENT shall provide copies of permits and approvals to Cal ICH upon request.

## **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 otherwise required by the State.

**E. Performance Monitoring**

SUBRECIPIENT shall provide all Services in a manner satisfactory to COUNTY, including, but not limited to, meeting all performance measures outlined in this Agreement. In addition, COUNTY shall review the performance of SUBRECIPIENT in accord with the applicable provisions of the CERF Program Guidelines and all CERF implementing regulations, guidance, and rules. COUNTY shall 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 of such breach, contract suspension or termination procedures may be initiated by COUNTY pursuant to Section VI.F of this Agreement.

**F. COUNTY Recognition**

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing CERF 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 CERF Program funds made available under this Agreement.

**II. TERM**

**A. Term and Time of Performance**

The term of this Agreement shall begin on May 16, 2023 ("Effective Date"), and shall terminate on June 30, 2023, subject to annual COUNTY appropriations and budget approval, unless suspended or terminated earlier, or there are no CERF funds available to the COUNTY for any reason (the "Term"). All work to be performed hereunder as described in the Scope of Services and that is funded with CERF funds may commence on the Effective Date, and shall be completed by June 30, 2023 (the "Award Time of Performance"). Any funds not expended by June 30, 2023 shall no longer be available to the SUBRECIPIENT and shall 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. The terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over CERF funds, including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

**III. BUDGET**

SUBRECIPIENT shall submit requests for reimbursement under this Agreement only for allowable costs and substantiated by invoices and an accurate analysis of costs acceptable under the CERF Program Guidelines. SUBRECIPIENT shall comply with all requirements of the Program, including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY including all Exhibits, Attachments, and Appendices thereto. SUBRECIPIENT shall maintain, and shall

provide to COUNTY upon COUNTY's request, documentation evidencing SUBRECIPIENT's compliance with the foregoing CERF requirements in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount of CERF funds to be paid by COUNTY under this Agreement shall not exceed **\$1,000,000**, subject to annual appropriations and budget approval. Periodic reimbursement for eligible expenses will be provided to SUBRECIPIENT in accord with CERF Program Guidelines, no more often than monthly. All SUBRECIPIENT requests for reimbursement hereunder shall be submitted to COUNTY no later than June 7, 2023. COUNTY shall review each SUBRECIPIENT claim and shall reimburse SUBRECIPIENT for allowable costs for eligible expenses within thirty (30) days after receiving SUBRECIPIENT's completed payment request in compliance with the provisions of this Agreement.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via United States Postal Service (postage prepaid), commercial courier, or personal delivery. Notices may be sent by facsimile or other electronic means if the Party to be noticed consents to the delivery of the notice by facsimile or such electronic means, and if the Party required to give notice delivers such notice via United States Postal Service mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent in accordance with the provisions of this Section V shall be deemed effective as of 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 Parties' respective representatives as follows:

**COUNTY**

George Chapjian, Director  
County of Santa Barbara  
Community Services Department  
123 E. Anapamu St., Second Floor  
Santa Barbara, CA 93101  
Office: (805) 568-2467  
gchapjian@countyofsb.org>

**SUBRECIPIENT**

Elizabeth Funk  
Dignity Moves La Posada LLC  
2406 Bush Street  
San Francisco, CA 94115  
Office: (415) 867-7397  
elizabeth@dignitymoves.org

**VI. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with the requirements of the CERF Program, including the statutes set forth in Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50250-50254, Program guidelines, Welfare and Institutions Code 8255 et seq., and additional regulations and program guidance as may be applicable from time to time. In addition, SUBRECIPIENT agrees to comply with the terms of the award, Title 25 of the California Code of Regulations (CCR), Sections 8400 et seq. ("State Regulations"), attached hereto as Exhibit D and incorporated herein, including the grant agreement, 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 CERF funds. 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 CERF 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 all interest and penalties, if any. Such 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 maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by SUBRECIPIENT, and shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto as Exhibit C and incorporated herein by this reference.

**D. Workers' Compensation**

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

**E. Changes or Amendments**

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement duly executed by each of COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendment(s) 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 such amendment(s), nor relieve or release either of COUNTY or SUBRECIPIENT from such Party's respective obligations under this Agreement that are not changed by such 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, CERF Program Requirements, or available funding amounts.

All amendments to this Agreement must be approved by the COUNTY Board of Supervisors and executed by the Chair of the Board of Supervisors, except that the Director of COUNTY's Community Services Department ("Director"), or the Director's designee, is authorized to approve, in his or her discretion, and execute amendments to this Agreement on behalf of COUNTY as follows:

1. The Director may approve 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,

subject to concurrence by County Counsel and County Risk Management, provided that no such amendment shall increase the amount of funding hereunder or extend the Term.

#### **F. Suspension or Termination**

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or state regulations or CERF Program Requirements including, but not limited to, the grant agreement, applications, or 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 CERF funds provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermine the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

COUNTY may withhold any payments due to SUBRECIPIENT until such time as the exact amount of damages resulting from SUBRECIPIENT's breach is determined.

##### **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.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth 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 during the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may, by written notice to Subrecipient, 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**

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 Agreement was made, COUNTY may terminate the Agreement 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. In the event that SUBRECIPIENT ceases or intends to cease to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
5. If State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of award, any applicable term of this Agreement, or any applicable law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy, or as may become applicable at any time, SUBRECIPIENT shall promptly fully and completely reimburse COUNTY in the total amount of such disallowed payments.

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

COUNTY and SUBRECIPIENT acknowledge that the Agency will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of CERF funds, and COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the Agency requirements or this Agreement.

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards  
SUBRECIPIENT agrees to comply with and adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles  
SUBRECIPIENT shall administer its program and perform its obligations hereunder in accordance with the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto. These principles shall be applied for all costs incurred hereunder, whether charged on a direct or indirect basis.
3. Indirect Costs  
SUBRECIPIENT may charge an indirect cost allocation under this Agreement. The indirect cost allocation shall not exceed ten percent of the allowable direct costs under the CERF activity unless COUNTY approves a higher limit for the indirect cost allocation through a duly executed amendment to the Agreement.

4. Procurement

SUBRECIPIENT shall comply with the procurement requirements in Santa Barbara County Code Chapter 2, Article VI concerning the purchase of services, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment and supplies procured with funds provided herein.

5. Travel

SUBRECIPIENT shall not use of any funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

**B. Documentation and Record Keeping**

1. Records to Be Maintained

Cal ICH and its designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT agrees to provide Cal ICH, and its designees, with all relevant information requested. SUBRECIPIENT agrees to give Cal ICH and its designees access to SUBRECIPIENT's premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, guidance, or directives, and this Agreement.

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State laws including, but not limited to, the CERF and its related implementing regulations, guidance, and rules, 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. 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 providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records supporting disbursements of CERF funds for the performance of eligible activities;
- d. Records supporting the sources of costs expended for eligible activities under the CERF Program;
- e. Financial records as required by the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto; 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. 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 the Homeless Management Information System and follow all relevant policies and procedures.

3. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds from the Agreement under which a program participant was served are expended and the final payment for eligible expenses has been submitted to COUNTY by SUBRECIPIENT and has been paid by COUNTY. 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

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, State, and Federal governments or any of their authorized representatives, at any time upon reasonable notice during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts, or transcripts of all relevant data. 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 the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021) and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto, 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 all audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If 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 all other related costs directly to COUNTY as specified by COUNTY in the notification.

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

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records, and accounts by COUNTY, State, and Federal 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 CERF.

**C. Reports**

Should the Agency require any reports, SUBRECIPIENT agrees to submit all such reports and requested information in a timely fashion in a manner and format approved by the COUNTY and the Agency.

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. 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. Affirmative Action**

1. Affirmative Outreach

SUBRECIPIENT shall make known that use of its facilities, assistance, and services are available to all on a nondiscriminatory basis in accord with Federal and State laws and regulations. Pursuant to and in accord with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the President's Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

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

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

3. Subcontract Provisions

SUBRECIPIENT shall include the provisions of Titles VI and VII of the Civil Rights Act of 1964, as amended, in every contract, subcontract, or purchase order, so that such provisions will be binding upon each of its own contractors, subcontractors, and vendors. SUBRECIPIENT shall include and enforce all the terms of the Standard Agreement in each subcontract.

**C. Employment Restrictions**

1. Prohibited Activity

SUBRECIPIENT is prohibited from using CERF funds provided herein or personnel employed in the performance of the activities set out in the Scope of Services under this Agreement for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. 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.

**D. Conduct**

1. Assignability

SUBRECIPIENT shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, any interest in this Agreement, or any of SUBRECIPIENT’s rights or obligations hereunder, without the prior written consent of COUNTY thereto in each instance, and any attempt to so assign or so transfer without such consent shall be voidable and without legal effect and shall constitute grounds for termination.

2. Contracts and Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency, entity, or individual to perform services under this Agreement, in whole or in part, without the prior written consent of COUNTY in each instance. A contractor or subcontractor is not eligible to receive CERF 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 shall 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 to COUNTY 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 C.

3. Hatch Act

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

4. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021) and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto, which include, but are not limited to, the following:

- a. 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 CERF funds.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by CERF funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CERF -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 CERF-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 CERF-funded activity, or with respect to the proceeds derived from the CERF-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 COUNTY, SUBRECIPIENT, or any designated public agency.

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

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. SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- (i) 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
- (ii) 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.

7. Subrecipient certifies, under penalty of perjury under the laws of State of California, that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the actions set forth in Section 10 of Exhibit D to the Standard Agreement.

**IX. ENVIRONMENTAL CONDITIONS**

**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

Services. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA and completion by the State 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, together with the other Project Documents, constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof and thereof. Each Party waives the future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

**XIV. REMEDIES NOT EXCLUSIVE**

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

**XV. TIME IS OF THE ESSENCE**

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

**XVI. NONEXCLUSIVE AGREEMENT**

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 Pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY”  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
George Chapjian  
Director, Community Services

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

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

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager



“SUBRECIPIENT”

DignityMoves La Posada LLC,  
a California limited liability company

By: \_\_\_\_\_  
Elizabeth Funk, Chief Executive Officer

EXHIBIT A

**Scope of Services**

State of CA Encampment Resolution Funding (CERF)

<b>Project Title:</b>	La Posada
<b>Agreement Amount:</b>	\$ 1,000,000
<b>Time of Performance:</b>	May 16, 2023 – June 30, 2023

**A. INTRODUCTION**

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

**B. PROJECT DESCRIPTION**

**1. Purpose**

The purpose of the Services is to provide the development of temporary interim supportive housing and related improvements for formerly unhoused individuals in order to assist in addressing the County’s homelessness crisis (the “Project”).

**2. Services**

a. General

SUBRECIPIENT shall provide up to 100 interim housing units for persons moving from encampments in the transit corridors in southern Santa Barbara County. As described in more detail in the DMA, SUBRECIPIENT shall perform Services 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, including, but not limited to, (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.

b. Federal and State Regulatory Information

Activity	Federal Regulation	State Regulation
Interim Housing		Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq.
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:

***Interim Housing***

	<b>Goal</b>
Total number of Units	90

b. Performance Measures

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

***Interim Housing***

	<b>Goal</b>
Total number of Units	90
Other performance measures as described in the DMA	

### C. DATA COLLECTION AND REPORTING

1. **General**

Data collection must be completed in accordance with Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq., HMIS Policies and Procedures, Fulcrum mapping software, and any additional data collection required by CERF, and in sufficient detail to determine the Project's progress in meeting the goals and performance measures as set forth herein.

EXHIBIT B

**Payment Arrangements**

State of CA Encampment Resolution Funding (CERF)

<b>Project Title:</b>	La Posada
<b>Agreement Amount:</b>	<b>\$ 1,000,000</b>
<b>Time of Performance:</b>	May 16, 2023 – June 30, 2023

**Reimbursement**

- A. For SUBRECIPIENT services to be rendered under this Agreement, SUBRECIPIENT shall be paid a total contract amount, including cost reimbursements, not to exceed **\$1,000,000**.
- B. Payment for services and reimbursement of costs shall be made upon SUBRECIPIENT’s satisfactory performance of Services, based upon the scope and methodology contained in EXHIBIT A, as determined by COUNTY.
- C. No later than June 7, 2023, SUBRECIPIENT shall submit to the COUNTY representative designated all certified requests for reimbursement for eligible expenses in accordance with the provisions hereof for Services performed between May 16, 2023, and June 30, 2023. Such reimbursement request(s) shall cite the assigned Board Contract Number. The COUNTY representative shall evaluate the quality of the Services performed and if found to be satisfactory shall initiate reimbursement.
- D. COUNTY’s failure to discover or object to any unsatisfactory Services or reimbursement requests prior to payment will not constitute a waiver of COUNTY’s right to require SUBRECIPIENT to correct such Services or reimbursement requests or seek any other legal remedy.

## **EXHIBIT C**

### **Indemnification and Insurance Requirements**

#### **INDEMNIFICATION**

DIGNITY shall defend (with counsel reasonably approved by the COUNTY), indemnify and hold harmless the COUNTY and its officers, officials, agents, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments and liabilities arising out of 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 DIGNITY, 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 shall not include any claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole or gross negligence or willful misconduct of the COUNTY or from the acts, errors or omissions of SERVICE PROVIDER, its employees, agents, volunteers, contractors or invitees.

#### **NOTIFICATION OF INCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

DIGNITY shall immediately notify the COUNTY in the event of any accident, injury, or Claim relating to this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### **INSURANCE**

Without limiting DIGNITY's indemnification of the COUNTY as provided in this Agreement, DIGNITY shall procure and maintain: (a) from the Effective Date through issuance of final certificates of occupancy for the Project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Property by DIGNITY and its agents, representatives, employees, contractors, and subcontractors, including the following required insurance coverages and (b) after issuance of final certificates of occupancy for the Project, only Property Insurance as described in Section A.4, below, at DIGNITY's sole cost and expense (collectively, "Insurance Coverages"). All Insurance Coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Failure to comply with the insurance requirements set forth in this Agreement shall constitute default under this Agreement by DIGNITY. Upon request by the COUNTY, DIGNITY shall provide to COUNTY within ten (10) working days a certified copy of the insurance policy or policies evidencing the Insurance Coverage(s) specified in such request.

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers’ Compensation:** Insurance 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.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if DIGNITY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
4. **Property Insurance:** against all risks of loss to any improvements, at full replacement cost with no coinsurance penalty provision.
5. **Contractor’s Pollution Legal Liability:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

## **B. Other Insurance Provisions**

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

1. **Additional Insured** – The COUNTY, its officers, officials, employees, 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 DIGNITY 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 DIGNITY’S insurance at (least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, DIGNITY’S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of DIGNITY’S insurance and shall not contribute with it.

3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the Property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Waiver of Subrogation Rights** –DIGNITY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of DIGNITY may acquire from DIGNITY by virtue of the payment of any loss. DIGNITY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by DIGNITY, its employees, agents and subcontractors.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require DIGNITY to (i) cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the COUNTY, its officers, officials, employees, agents and volunteers, or (ii) provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
7. **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".
8. **Verification of Coverage** – DIGNITY shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive DIGNITY'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **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.
10. **Subcontractors** – DIGNITY shall require and verify that its subcontractors and permitted sublessees, if any, maintain insurance meeting all the requirements stated herein, and DIGNITY shall ensure that COUNTY is an additional insured on insurance required from such subcontractors and permitted sublessees, if any. For

CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

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. DIGNITY 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 shall not be deemed as a waiver of any rights on the part of COUNTY.



**EXHIBIT D**  
**Standard Agreement**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ERF-10017

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Santa Barbara

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

3/31/2025

3. The maximum amount of this Agreement is:

\$2,520,000.00 (Two Million Five Hundred Twenty Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C	State of California General Terms and Conditions	1
+ - Exhibit D	General Terms and Conditions	10
+ - Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Santa Barbara

CONTRACTOR BUSINESS ADDRESS

123 E. Anapamu St. Suite 202

CITY

Santa Barbara

STATE

CA

ZIP

93101

PRINTED NAME OF PERSON SIGNING

George Chapjian

TITLE

Director, Community Services Department

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:  
  
 89FB8FFEF9E4F2...

DATE SIGNED

4/11/2022 | 11:09 AM PDT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ERF-10017

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT A**

**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1) **Authority**

The State of California has established the Encampment Resolution Funding Program (“ERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec.13. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to continuums of care and / or local jurisdictions as defined below.

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by the Agency and a continuum of care or a local jurisdiction (“Grantee”) under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Agency guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the RFA, the program incorporates two interdependent objectives.

- a) The Program funds local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255, must serve a specific encampment site, and be designed to achieve sustainable outcomes for both recipients of services and the encampment site to be resolved.
- b) In close partnership with Grantees, Agency or its agents will analyze Grantee’s demonstration projects to evaluate activities and outcomes for the purpose of

sharing scalable and replicable encampment resolution models that may be implemented across the state.

### 3) **Definitions**

**The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (i);**

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a continuum of care or local jurisdiction
- c) “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- d) “Council” means the California Interagency Council on Homelessness created pursuant to Section 8257 of the Welfare and Institutions Code.
- e) “County” includes, but is not limited to, a city and county.
- f) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- g) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- h) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
- i) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.

#### **Additional definitions for the purposes of ERF program:**

“Grantee” is synonymous with “Recipient”

“Subrecipients” or “subgrantees” are entities that receive subawards from “recipients” or “grantees” to carry out part of the Program.

“Expended” means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

### 4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in [Exhibit A.2](#), the Program has two, interdependent objectives. First, grantees will implement ERF funded local demonstration projects. Second, in close partnership with Grantees, Agency will evaluate the manner and outcomes of this implementation. Those learnings will be shared across the state.

Grantees will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, the Request for Applications ("RFA") under which the Grantee applied, the representations contained in the Grantee's application, Agency guidance or directives, and the requirements per the authorizing statute.

Permissible eligible uses and activities are detailed below in [Exhibit B](#), Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using an Agency provided budget template.

Because of the legislative intent to share scalable and replicable encampment resolution models, Grantees are expected to be close partners with Agency. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4](#), Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in [Exhibit A.6](#), Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in [Exhibit A.6.d](#).) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, the Agency will make Technical Assistance available.

Agency maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Agency's discretion in making these determinations are absolute and final.

## 5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Agency Contractor Coordinator or their designee. If documents require an

original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, BCSH shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Agency and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents.

The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	Business, Consumer Services and Housing Agency	County of Santa Barbara
<b>SECTION/UNIT:</b>	California Interagency Council on Homelessness (Cal ICH)	Community Services Department
<b>ADDRESS:</b>	801 Capital Mall, 6 <sup>th</sup> floor Sacramento, CA, 95814	123 E. Anapamu St. Suite 202, Santa Barbara, CA 93101-2025
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	Lucille <span style="color: red;">Boss</span>
<b>PHONE NUMBER:</b>	(916) 510-9446	(805) 637-5129
<b>EMAIL ADDRESS:</b>	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	lboss@countyofsb.org

The Council reserves the right to change their Agency Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH grant's general email box at [calichgrants@bcsh.ca.gov](mailto:calichgrants@bcsh.ca.gov).

**6) Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon execution by Agency. This is indicated by the Agency provided signature and date on the second page of the accompanying STD. 213, Standard Agreement. Note, Agency signs the Agreement *after* a Grantee signs.
- b) Performance shall start no later than 30 days, or on the express date set

by Cal ICH and the grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on March 31, 2025.

Grantees shall submit a Final Work Product by September 30, 2024. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2025.

Grantees are expected to continue performing until March 31, 2025. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) **Expenditure Deadlines:**

- i. Grantees shall expend no less than 50 percent of Program funds by June 30, 2023. If less than 50 percent of the award is expended on June 30, 2023, grantees shall return to the council no less than 25 percent of their total allocation amount for reallocation by the council during subsequent rounds of funding. Cal ICH will use quarterly fiscal reporting as required in [Exhibit D.4.a.](#) of this agreement to determine the amount to be returned.
- ii. All Program funds (100 percent) shall be expended by June 30, 2024. Any funds not expended by June 30, 2024, shall be returned to the General Fund pursuant to HSC § 50253(c).

7) **Special Conditions**

Agency maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Agency's discretion in making these determinations are absolute and final.



**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to Encampment Resolution funds being released:

Request for Funds Form (“RFF”)  
STD 213 Standard Agreement form and initialed Exhibits A through E  
STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

Encampment Resolution funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS), and the State Controller’s Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The Encampment Resolution funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Grantees must standardize their budget using an Agency provided budget template. Agency reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1<sup>st</sup> day of the month subjects a Grantee to having their budget change request being reviewed the following month. Agency may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Agency reserves the right to amend or adjust this process as necessary.

### **Budget Changes**

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6](#). Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Agency for approval.

These eligible uses and activities must be consistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Agency guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Eligible uses and activities include, but are not limited to, the following:

**Direct Services and Housing Options:** activities to address immediate crisis needs and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

**Capacity Building:** activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

**Sustainable Outcomes:** activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

**Administration:** up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Ineligible Costs as detailed immediately below.

#### 4) **Ineligible Costs**

Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Agency guidance or directives, the Request for Applications (“RFA”) under which the Grantee applied, representations contained in the Grantee’s application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.


Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of Encampment Resolution fund expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use Encampment Resolution funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency at an amount and timeframe determined by Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Agency by the Grantee at an amount and timeframe determined by Agency.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

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Unless expressly approved by Agency in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

**Encampment Resolution Funding Program  
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**EXHIBIT C**

**STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT D**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6](#) of this Exhibit D; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's specified date of termination.

**b) Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

**2) Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12](#). (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

**3) Grantee's Application for Funds**

Grantee submitted a budget to Cal ICH as part of their application for the Program. Prior to fully executing this agreement, Grantees must standardize their application's budget using an Agency provided budget template.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications (e.g., standardized budget) and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

#### 4) **Reporting, Evaluation, and Audits**

##### a) **Reporting Requirements**

- i. Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination. Grantees will be required to provide:
  - Outreach and service path data at the anonymized, individual level;
  - Current housing status of persons served in the aggregate;
  - Status of funding as presented in the Cal ICH approved, standardized budget; and
  - Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Agency's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to Health and Safety Code (HSC) Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

- ii. The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.
- iii. If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

**b) Evaluation**

- i. Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, the Agency will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with Agency for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Agency or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Agency or its designee.
- iii. For the purpose of evaluation, Agency or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Agency will comply with Grantee's site visit terms during any site visits.
- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

**c) Auditing**

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.



- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, Agency guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) **Breach and Remedies**

a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Encampment Resolution funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
  - ii. Bar the Grantee from applying for future Encampment Resolution funds;
  - iii. Revoke any other existing Encampment Resolution award(s) to the Grantee;
  - iv. Require the return of any unexpended Encampment Resolution funds disbursed under this Agreement;
  - v. Require repayment of Encampment Resolution funds disbursed and expended under this Agreement;
  - vi. Require the immediate return to Agency of all funds derived from the use of Encampment Resolution funds
  - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with Encampment Resolution requirements.
- c) All remedies available to Agency are cumulative and not exclusive.
- d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients 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, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- a) 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 Grantee with any State agency to provide goods or services.
- b) 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.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

#### 10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. Grantee's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation, and employee assistance program; and
  - iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

**11) Child Support Compliance Act**

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

- a) The Grantee 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 Grantee, 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.

**12) Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of Encampment Resolution funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) **Inspections**

- a) Grantee 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) Cal ICH 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) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion

of Agency, 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) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, 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 Agency.

**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Agency.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track Encampment Resolution funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - Encampment Resolution specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.



- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
  
- 6) Agency maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Agency's discretion in making these determinations are absolute and final.