

Attachment A

Emergency Solutions Grant, Coronavirus Round 2 Sub-recipient Agreement for
Good Samaritan Shelter Rapid Rehousing Program

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA as
ADMINISTRATIVE ENTITY FOR THE
SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE
AND
GOOD SAMARITAN SHELTER

Rapid Rehousing
State of California Emergency Solutions Grants, Coronavirus Round 2 (ESG-CV2)
Fund Program

CFDA 14.231

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and GOOD SAMARITAN SHELTER (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 245 E. Inger Drive, Suite #103B, Santa Maria, CA 93455.

WITNESSETH THAT:

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

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

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

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Request for Proposals ("RFP") dated October 2, 2020 under the Coronavirus Aid, Relief, and Economic Security (CARES) Act allocation to the Emergency Solutions Grants, Coronavirus Round 2 Program (hereinafter referred to as the "Program" or "ESG-CV2"); and

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

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

WHEREAS, COUNTY qualifies as the Administrative Entity (AE) pursuant to 25 CCR 8401 to administer State ESG-CV2 funds distributed to the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"); and

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

WHEREAS, pursuant to COUNTY’s Agreement with the State to perform all work required under the Continuum of Care Allocation (25 CCR Section 8403) and also specified in the COUNTY’s ESG Request for Proposals (RFP), SUBRECIPIENT has been designated as an ESG-CV2 “Eligible Organization”, as defined in 25 CCR 8401, and is awarded the sum of \$440,390 for eligible activities in accordance with federal (24 CFR Part 576, Subpart B) and State regulations (25 CCR Section 8408 and Section 8409)], to be used by SUBRECIPIENT to provide services as set forth in Section I of this Agreement for Rapid Rehousing (herein called the “PROJECT”); and will begin on January 1, 2021 (“Operating Start Date”) through June 30, 2022, unless extended as specified below; and

WHEREAS, SUBRECIPIENT’s services are eligible activities under 24 CFR Part 576, Subpart B; and, under 25 CCR Section 8408 and Section 8409; and

WHEREAS, in the event of a conflict between the State ESG Regulations and Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles and Audit Requirements”, or between the State ESG regulations and the federal ESG regulations at 24 C.F.R. Part 576, the federal regulations shall prevail; and

WHEREAS, this agreement outlines specifications from the State of California Emergency Solutions Grants, Coronavirus Round 2 (ESG-CV2); and

WHEREAS, GOOD SAMARITAN SHELTER is a SUBRECIPIENT and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit H; and

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

I. SCOPE OF SERVICES

A. General

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

B. Services

1. Eligible Activities

Activities funded by this program are limited to the following program components and eligible activities: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, housing relocation and stabilization services, short-term and medium-term rental assistance. All activities shall operate in a manner consistent with the requirements of 25 CCR Section 8409, referred to as “Core Practices” and include but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

Activities funded by the ESG-CV2 Program include the following program components and eligible activities, as defined in 24 CFR 576.101 and State Regulations 25 CCR Sections 8408 and 8409: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, housing relocation and stabilization services, short-term and medium-term rental assistance, Homeless Management Information System (HMIS), and administration. All State-funded ESG activities shall

operate in a manner consistent with the requirements of 25 CCR Section 8409, referred to as “Core Practices” and include but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

2. Services to be Provided

SUBRECIPIENT shall be responsible for providing street outreach assistance in accordance with 24 CFR 576.101 and State Regulations 25 CCR Sections 8408 and 8409 **and** as set forth in Exhibit A.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with ESG-CV2, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by CSD through an amendment to the budget in Exhibit B. All services shall be performed by SUBRECIPIENT or under SUBRECIPIENT’s supervision. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

D. Levels of Accomplishment – Goals and Performance Measures

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

E. Performance Monitoring

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT in accord with the applicable provisions of the CARES Act and its related implementing regulations, guidance and rules, the State Budget Act of 2020, Section 11.90 and the State Continuum of Care Program in accord with 25 CCR Section 8403. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT’s failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT in accord with 24 CFR 576.501 and the State Continuum of Care Program in accord with 25 CCR Section 8403. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of

this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing ESG-CV2 Program funds made available under this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled or provided with signage as to funding source. In addition, SUBRECIPIENT shall include a reference to the support provided by COUNTY that is made possible with ESG Program funds made available under this Agreement.

II. TERM

A. Term and Time of Performance

This Agreement shall begin on January 1, 2021 (Operating Start Date) and shall terminate on June 30, 2022, unless suspended or terminated earlier or there are no State ESG-CV2 Program 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 the State ESG-CV2 award may commence on the Operating Start date, January 1, 2021, and shall be completed by June 30, 2022 (the "2021 Award Time of Performance"). The Emergency Solutions Grant ESG-CV2 to be expended and completed by June 30, 2022). If allowable under the ESG-CV2 Round 2 Standard Grant Agreement between State HCD and the COUNTY, the Term and the Award Time of Performance may be extended upon written approval of the COUNTY as described in Section VI.E below.

B. Close-outs

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over State ESG-CV2 funds, including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

III. BUDGET

The budget for SUBRECIPIENT's services, specifying ESG-CV2 funded line items shall be as set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. Any amendments to the budget shall require prior written approval by both CSD and SUBRECIPIENT in accordance with Section VI.E.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the federal and State ESG-CV2 program guidelines and pursuant to 24 CFR Part 576, Subpart B and 25 CCR Section 8408. SUBRECIPIENT shall comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

IV. PAYMENT

It is expressly agreed and understood that the total amount of ESG-CV2 Allocation funds to be paid by COUNTY under this Agreement shall not exceed **\$440,350**. Drawdowns for the payment of eligible expenses and documentation of eligible expenditures shall be made in accordance with the line item budgets specified in Exhibit B hereto. In accord with 24 CFR 576.203(b), and State ESG guidelines, no less than once per quarter but not more often than monthly, SUBRECIPIENT may request reimbursement for its expenditures and document eligible expenditures. SUBRECIPIENT shall submit a completed ESPR together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced, billed or deemed eligible except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and in accord with 24 CFR 576.203(c) shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete payment request. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit G.

V. NOTICES

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

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

COUNTY

Dinah Lockhart, Deputy Director
County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 568-3524
Fax: (805) 560-1091

SUBRECIPIENT

Sylvia Barnard
Good Samaritan Shelter
245 E. Inger Drive, Suite #103B
Santa Maria, CA 93455
goodsamshelter@gmail.com
805-331-0877

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 576, including, but not limited to, 24 CFR 576.407, except that: (1) SUBRECIPIENT does not assume the environmental responsibilities described in 24 CFR 576.407(d) and (2) SUBRECIPIENT does not assume the responsibility for initiating the review process under the provisions of 24 CFR Part 50. In addition, SUBRECIPIENT agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit E. SUBRECIPIENT also agrees to comply with the terms of the award under the California Code of Regulations (CCR), Section 8400 et seq. ("State Regulations"), attached hereto and incorporated as Exhibit I, including the grant agreement, assurances in an application, or a notice of award and all other

applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the State ESG-CV2 Program funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT will be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending ESG-CV2 Program funds provided under this agreement.

B. Independent Contractor

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

C. Insurance and Indemnification

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

D. Workers' Compensation

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

E. Changes or Amendments

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

Any amendments to this Agreement must be approved by the Board of Supervisors and executed by the Chair of the Board except the Director of CSD or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY as follows:

1. The Director of CSD may approve changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each State ESG-CV2 -funded Budget line items in excess of ten percent (10%), provided that the overall amount of the ESG Program

funds is not increased; and (b) additions to or deletions of State ESG-CV2 funded line items in the Budget; provided that all expenditures are eligible pursuant to 24 CFR part 576 and State Regulations 25 CCR Sections 8408 and 8409 and that the overall amount of the ESG-CV2 Program funds is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.

2. The Director of Community Services may execute amendments that extend the Term or the Award Time of Performance or both by up to a maximum of 12 months. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the ESG-CV2 Standard Grant Agreement and all other HUD and State regulations, notices, and other direction.
3. The Director of Community Services 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.

F. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 576.501(c), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or State ESG-CV2 regulations, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of State ESG-CV2 Program funds provided under this Agreement;
- or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments during the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and

COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. If State of California or U.S. Department of the Treasury or other Federal agency with the necessary authority demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

G. STATE and COUNTY Enforcement of ESG-CV2 Program Requirements

COUNTY and SUBRECIPIENT acknowledge that the State and/or Federal Government will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of State ESG-CV2 Program funds, based on performance measures used by HUD pursuant to 24 CFR 576.501(a) and (b) or the Continuum of Care Program under 25 CCR Section 8403. Pursuant to 24 CFR 576.501(c), and the Continuum of Care Program (25 CCR Section 8403) COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the federal or State ESG Program requirements or this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards pursuant to 24 CFR 576.407(c), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

3. Program Income

In accordance with 2 CFR 200.307 (e)(3) program income may be used by the SUBRECIPIENT to meet the non-Federal cost sharing requirement of the State ESG-CV2 award, provided the costs are eligible ESG-CV2 costs that supplement the SUBRECIPIENT'S ESG-CV2 program in accordance with 24 CFR 576.201.

4. Indirect Costs

Pursuant to OMB requirements, SUBRECIPIENT receiving State ESG-CV2 funds may charge an indirect cost allocation to its grant under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV2 activity unless a higher limit for the indirect cost allocation has been previously approved.

5. Procurement

SUBRECIPIENT shall comply with the procurement requirements in 24 CFR 576.407(f), 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and County Code Chapter 2, Article VI concerning the purchase of services, supplies or equipment and concerning the required maintenance of inventory and records for all services, equipment and supplies procured with funds provided herein. In addition, SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Procurement of Recovered Materials

SUBRECIPIENT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. Travel

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

7. Administrative Requirements

SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in the CARES ACT and implementing regulations and guidance and found in the provisions contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with its subparts and appendices. ESG-CV2 funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT.

B. Documentation and Record Keeping

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required and described by federal and State regulations relating to the ESG-CV2 Program, including, but not limited to, those specified in 24 CFR 576.500, the Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the CARES Act and its related implementing regulations, guidance and rules, the Office of the Inspector General's July 2, 2020 letter OIG CA-20-021 and September 21, 2020 letter OIG-CA-028 and any subsequent rules or guidance issued by applicable Federal authorities, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that SUBRECIPIENT followed written intake procedures to verify "homeless" or "at risk of homelessness" status of project participants as defined in 24 CFR 576.2;
- b. Records providing a full description of each activity undertaken;
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of State ESG-CV2 Program funds for the performance of eligible activities;
- e. Records supporting the source and expenditure of eligible activities for the federal portion of State ESG-CV2 ;
- f. Financial records as required by 24 CFR 576.500(u) and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- g. Other records necessary to document compliance with applicable state and federal requirements.

2. Client Data

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

3. Retention

Pursuant to 24 CFR 576.500(y), SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for the greater of five (5) years or ten (10) years where ESG-CV2 Program funds are used for the renovation of emergency shelter and cost thresholds are met in accord with 24

CFR 576.500 (y)(2) or for the conversion of a building into an emergency shelter and cost thresholds are met in accord with 24 CFR 576.500 (y)(3). The five-year retention period begins on the date that all funds from the grant under which a program participant was served are expended in accord with 24 CFR 576.500(y)(1); the ten-year retention period begins on the date that ESG-CV2 Program funds are first obligated for renovation in accord with 24 CFR 576.500(y)(2) or for conversion in accord with 24 CFR 576.500(y)(3). Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, State, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make 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 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

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

If federal, State or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount

for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

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

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, State, HUD or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the ESG-CV2 Program.

C. **Reports**

SUBRECIPIENT shall provide COUNTY with an ESG-CV2 Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of October, January, April and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State.

VIII. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

SUBRECIPIENT agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C., §§ 4601 et seq.), and implementing regulations at 49 CFR Part 24 and 24 CFR 576.408. SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 576.408(c)(2) (i.e., persons that are displaced as a direct result of acquisition, rehabilitation or demolition for an ESG-CV2 Program-assisted project). SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions and policies and all applicable federal and state laws, regulations and orders concerning the displacement of persons from their residences.

IX. 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. SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 5.105(a) and 24 CFR 576.407. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

2. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C., § 2000d et seq.; P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as described and referenced herein, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligations to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

3. Section 504

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

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 24 CFR 576.407(b). 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. Approved Plan

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

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

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business 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.

4. Notifications

SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by SUBRECIPIENT'S contracting officer, advising the labor union or worker's representative of

SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

SUBRECIPIENT is prohibited from using ESG-CV2 Program 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. SUBRECIPIENT agrees to comply with the Federal Labor Standards Provisions attached hereto and incorporated herein as Exhibit E.

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

3. SUBRECIPIENT agrees, and will cause its contractors, to send to each labor organization or representative of workers with which the SUBRECIPIENT or contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT'S or contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The SUBRECIPIENT agrees, and will cause its contractors, to include this section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR part 135. The SUBRECIPIENT will not contract with or permit its contractors to subcontract with any contractor or subcontractor where the SUBRECIPIENT has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The SUBRECIPIENT will certify, and cause its contractors and subcontractors to certify, that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. 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 transfer any interest in this Agreement without the prior written consent of COUNTY thereto and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Contracts and Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of such agreement. A Contractor or subcontractor is not eligible to receive State ESG-CV2 grant funds if the Contractor is not licensed and in good standing in the State of California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. 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 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 576.404, which include, but are not limited to, the following:

- a. The provision of any type or amount of State ESG-CV2 assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No SUBRECIPIENT may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103.
- b. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by federal funds.
- c. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- d. No covered persons who exercise or have exercised any functions or responsibilities with respect to State ESG-CV2 Program-funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State ESG-CV2 Program-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State ESG-CV2 Program-funded activity, or with respect to the proceeds derived from the State ESG-CV2 Program-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. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph d. below be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification: "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
- e. Award documents for any subawards shall include the language of paragraphs a, b, c, and d above.

6. 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.

7. Religious Activities

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

8. Conditions for Religious Organizations

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

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

SUBRECIPIENT shall comply with all applicable conditions of 24 CFR 576.406(c) prescribed by HUD for the use of ESG-CV2 Program funds by religious organizations if SUBRECIPIENT is a religious organization.

9. Federal Contracts

SUBRECIPIENT agrees that every person or entity that requests or receives a federal contract, grant, loan or cooperative agreement from or through a federal agency or receives or requests from a federal agency a commitment that would provide for the United States to insure or guarantee a loan must file with that agency a written declaration and certify that he, she, or it has not made and will not make any prohibited expenditure. Further, any person or entity that requires or receives from a person or entity referred to above, a contract or subcontract under a federal contract, a subgrant or grant under a federal grant, or a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract or subcontract under a federal cooperative agreement, is required to file a written declaration with the person or entity that received the federal contract, grant, loan or commitment to insure or guarantee a loan.

10. Drug-Free Workplace

SUBRECIPIENT shall comply with the Federal Drug-Free Workplace Act (41 U.S.C., § 8101 et seq.), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and SUBRECIPIENT's policy and penalties for drug abuse violations occurring in the workplace. In addition, SUBRECIPIENT agrees to provide a drug-free workplace in accordance with COUNTY's Drug-Free Workplace Policy as follows:

- a. SUBRECIPIENT will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- b. SUBRECIPIENT will establish an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace; and

- (2) SUBRECIPIENT's policy of maintaining a drug-free workplace; and
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. SUBRECIPIENT will require that each employee to be engaged in the performance of this Agreement be given a copy of the statement specified in paragraph a above.
 - d. SUBRECIPIENT will notify the employee that, as a condition of employment under this Agreement, the employee will:
 - (1) Abide by the terms of the statement specified in paragraph a above; and
 - (2) Notify SUBRECIPIENT in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - e. SUBRECIPIENT will notify the COUNTY in writing, within ten (10) calendar days after receiving notice under paragraph d above from an employee or otherwise receiving actual notice of such conviction, that such notice was received from the employee or other source. Employers of convicted employees must provide notice to every grant officer or other designee on whose Agreement activity the convicted employee was working.
 - f. SUBRECIPIENT will take one of the following actions, within thirty (30) calendar days of receiving notice under paragraph d above, with respect to any employee who is so convicted:
 - (1) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C., § 701 et seq.), as amended; or
 - (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
 - g. SUBRECIPIENT agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f above.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 *et seq.*), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the

National Flood Insurance Program is obtained and maintained as a condition of financial assistance for construction purposes, including rehabilitation.

C. Lead-Based Paint

Per 24 CFR 576.403(a), SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations set forth in 24 CFR Part 35, subparts A, B, H, J, K, M, and R, that apply to all shelters assisted under the ESG-CV2 program and all housing occupied by program participants. All owners, prospective owners, tenants and program participants occupying, possessing or using ESG-CV2 assisted housing constructed prior to 1978 are required to be properly notified that such housing may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Exemptions from these requirements are enumerated in 24 CFR 35.115.

D. Historic Preservation

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

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

E. Minimum Standards

1. Emergency Shelters

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

2. Permanent Housing

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

F. California Environmental Quality Act

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

XI. 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.

XII. 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.

XIII. 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.

XIV. ENTIRE AGREEMENT

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

XV. 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.

XVI. TIME IS OF THE ESSENCE

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

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. PRECEDENCE

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

[Signatures on Following Page]

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

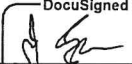
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

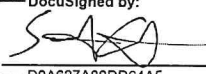
By: _____
Bob Nelson , Chair
Board of Supervisors

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

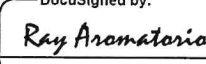
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By:  _____
Auditor-Controller

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By:  _____
George Chapjian
Community Services Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

DocuSigned by:
By:  _____
Deputy County Counsel

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

DocuSigned by:
By:  _____
Risk Manager

“SUBRECIPIENT”

Good Samaritan Shelter

DocuSigned by:
By: Sylvia Barnard
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President/CEO Sylvia Barnard