

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA as**  
**ADMINISTRATIVE ENTITY FOR THE**  
**SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE**  
**AND**  
**Channel Islands Young Men’s Christian Association (YMCA)**

**Rapid Re-Housing**  
**State of California Emergency Solutions Grants, Coronavirus (ESG-CV) Fund Program**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the “COUNTY”), a political subdivision of the State of California, and **Channel Islands Young Men’s Christian Association (YMCA)** (herein called the “SUBRECIPIENT”), a California nonprofit organization, whose address is 105 East Carrillo Street, Santa Barbara, CA 93101.

**WITNESSETH THAT:**

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

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

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

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

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

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

**WHEREAS**, COUNTY has selected qualified providers, and SUBRECIPIENT has been designated as an ESG-CV “Eligible Organization,” as defined in 25 C.C.R., § 8401, and is awarded the sum of \$93,300 for eligible activities in accordance with federal (24 CFR Part 576, Subpart B) and State regulations (25 C.C.R., Division 1, Chapter 7, Subchapter 20), to be used by SUBRECIPIENT to provide services as set forth in Section I of this Agreement for Rapid Re-Housing (herein called the “PROJECT”) beginning on January 1, 2022 (“Operating Start Date”) through September 30, 2022, unless extended as specified below; and

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

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

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

**WHEREAS**, Channel Islands Young Men's Christian Association (YMCA) is a SUBRECIPIENT, and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit H; and

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

**I. SCOPE OF SERVICES**

**A. General**

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

**B. Services**

1. Eligible Activities

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

2. Services to be Provided

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

**C. Staffing**

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

subcontractors shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

**D. Levels of Accomplishment – Goals and Performance Measures**

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

**E. Performance Monitoring**

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

**F. COUNTY Recognition**

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

**II. TERM**

**A. Time of Performance**

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

**B. Close-outs**

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing

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

### III. **BUDGET**

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

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

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

### IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$93,300**. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter SUBRECIPIENT may request reimbursement for its expenditures. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request (ESPR) together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct payment request. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit F.

### V. **NOTICES**

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

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

**COUNTY**

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

**SUBRECIPIENT**

Mac Hahn, Executive Director  
Youth and Family Services YMCA, a branch of  
the Channel Islands YMCA  
105 East Carrillo Street  
Santa Barbara, CA 93101  
Tel: 805-569-1103 x32

**VI. GENERAL CONDITIONS**

**A. General Compliance**

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

**B. Independent Contractor**

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

**C. Insurance and Indemnification**

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

**D. Workers' Compensation**

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

**E. Changes or Amendments**

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

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

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

**F. Suspension or Termination**

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

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

1. Termination by COUNTY

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

- For Convenience.** In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY. This Agreement may also be terminated with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.

4. If the State demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, grant agreements, assurances in applications, notices of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

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

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

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards  
SUBRECIPIENT agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles  
SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Program Income  
Program income may be used by the SUBRECIPIENT to meet the cost sharing requirement of the State ESG-CV award, provided the costs are eligible ESG-CV costs that supplement the SUBRECIPIENT'S ESG-CV program.
4. Indirect Costs  
SUBRECIPIENT receiving State ESG-CV funds may charge an indirect cost allocation to its award of funds under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity unless a higher limit for the indirect cost allocation has been previously approved.
5. Procurement  
SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and County Code Chapter 2, Article VI concerning the purchase of services, materials, property, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment, and supplies procured with funds provided herein.
6. Travel

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

7. Administrative Requirements

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

**B. Documentation and Record Keeping**

1. Records to Be Maintained

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

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

2. Client Data

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

3. Retention

Pursuant to 24 CFR Section 576.500(y), SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for the greater of five (5) years or ten (10) years where ESG-CV Program funds are used for the renovation of emergency shelter and cost thresholds are met in accord with 24 CFR Section 576.500 (y)(2), or for the conversion of a building into an emergency shelter and cost thresholds are met in accord with 24 CFR Section 576.500 (y)(3). The five-year retention period begins on the date that all funds from the grant under which a program participant was served are expended in accord with 24 CFR Section 576.500(y)(1); the ten-year retention period begins on the date that ESG-CV Program funds are first obligated for renovation in accord with 24 CFR Section 576.500(y)(2) or for conversion in accord with 24 CFR Section 576.500(y)(3). Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

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

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

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

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

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

7. Access to Records

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

**C. Reports**

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

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

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

**B. Employment Restrictions**

1. Labor Standards Requirements

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

### C. Conduct

#### 1. Assignability

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

#### 2. Contracts and Subcontracts

##### a. Approvals

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

##### b. Monitoring

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

##### c. Content

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

##### d. Selection Process

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

##### e. Insurance

SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement comply with minimum State-required Worker's Compensation insurance and all insurance and indemnification provisions set forth in the

Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit F.

3. Conflicts of Interest

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

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

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

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

4. Lobbying

SUBRECIPIENT hereby certifies that:

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

5. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, State, and/or HUD reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the materials, works or inventions for governmental purposes.

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

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

6. Religious Activities

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

7. Conditions for Religious Organizations

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

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

8. Drug-Free Workplace

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

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355, subdivision (a)(1).
  - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2), to inform employees, contractors, or subcontractors about all of the following:
    1. The dangers of drug abuse in the workplace;
    2. SUBRECIPIENT'S policy of maintaining a drug-free workplace;
    3. Any available counseling, rehabilitation, and employee assistance programs; and
    4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:
    1. Will receive a copy of SUBRECIPIENT'S drug-free policy statement, and
    2. Will agree to abide by the terms of SUBRECIPIENT'S statement as a condition of employment on the Agreement, contract, or subcontract.
9. Child Support Compliance Act  
For any SUBRECIPIENT Agreement in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:
- a. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited, to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The SUBRECIPIENT, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **IX. ENVIRONMENTAL CONDITIONS**

### **A. Air and Water**

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

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

### **B. Flood Disaster Protection**

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

**C. Lead-Based Paint**

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

**D. Historic Preservation**

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

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

**E. Minimum Standards**1. Emergency Shelters

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

2. Permanent Housing

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

**F. California Environmental Quality Act**

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

**X. SEVERABILITY**

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

**XI. SECTION HEADINGS AND SUBHEADINGS**

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

**XII. WAIVER**

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

**XIII. ENTIRE AGREEMENT**

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

**XIV. REMEDIES NOT EXCLUSIVE**

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

**XV. TIME IS OF THE ESSENCE**

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

**XVI. NONEXCLUSIVE AGREEMENT**

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

**XVII. CALIFORNIA LAW**

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

**XVIII. EXECUTION OF COUNTERPARTS**

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

**XIX. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms

represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

**XX. PRECEDENCE**

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

[Signatures on Following Page]

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

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Joan Hartmann, Chair  
Board of Supervisors

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

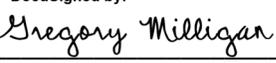
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George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

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

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

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

“SUBRECIPIENT”

**Channel Islands Young Men’s Christian Association (YMCA)**

DocuSigned by:

By:   
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**Jennifer Heinen-Stiffler, Chief Operations Officer**

## EXHIBIT A

**Scope of Services**

## Emergency Solutions Grant (ESG-CV) Program Funding

<b>Project Title:</b>	Rapid Re-Housing
<b>Agreement Amount:</b>	\$ 93,300
<b>Time of Performance:</b>	January 1, 2022 – September 30, 2022

**A. INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and Channel Islands Young Men's Christian Association (YMCA) ("SUBRECIPIENT") as referenced in the Agreement. The purpose of this Scope of Services is to further describe the Project requirements referenced in Section I of the Agreement.

**B. PROJECT DESCRIPTION****1. Purpose**

The purpose of the project is to provide rapid re-housing to persons experiencing homelessness, targeting youth experiencing homelessness. SUBRECIPIENT shall provide and shall only be reimbursed for providing rapid re-housing assistance to eligible program participants as set forth in the Federal and State Regulatory Information below in Section B.2.b.

**2. Services****a. General**

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

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

**b. Federal and State Regulatory Information**

Activity	Federal Regulation	State Regulation
Rapid Rehousing	24 CFR 576.104	25 CCR 8408 25 CCR 8409
Housing Relocation/Stabilization Services	24 CFR 576.105	
Rental Assistance	24 CFR 576.106	

### 3. Levels of Accomplishment

#### Goals

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

#### ***Rapid Re-housing***

	<b>Goal</b>
Total unduplicated number of persons served	17
Total unduplicated number of households served	17

#### Performance Measures

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

#### ***Rapid Re-housing***

	<b>Goal</b>
% of participants will move into permanent housing (other than RRH) at project exit	24%
% of adult participants gaining new or increasing existing earned income at project exit	50%
% of adult participants will obtain cash/non-cash benefits at project exit	10%
% of participants who move into transitional housing or permanent housing (including RRH) will remain housed for 1 year	88%

## C. DATA COLLECTION AND REPORTING

### 1. General

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

### 2. Report Schedule

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

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

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

<b>Period</b>	<b>Due Date</b>
January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	July 15, 2022

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July 1, 2022 – September 30, 2022

October 15, 2022

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### **3. Report Content**

Status Reports must contain the following:

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

See Exhibit D for a Status Report sample.

## EXHIBIT B

**Budget and Payment Procedures**

<b>Project Title:</b>	Rapid Re-Housing
<b>Agreement Amount:</b>	\$ 93,300
<b>Time of Performance:</b>	January 1, 2022 – September 30, 2022

**A. INTRODUCTION**

This Budget and Payment Procedures is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and **Channel Islands Young Men’s Christian Association (YMCA)**(“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., II., III., and IV. of the Agreement.

**B. BUDGET**

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

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

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

**C. PAYMENT REQUESTS**

Payment request must include the following:

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

Attachment B-1



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

Project Budget - Revenues

Project Title Rapid Rehousing  
 Applicant Name Channel Islands YMCA

ESG-CV2 Award **Budget Term: 2021 - 2022**

Component	Award Amount
Services	\$ -
Rental Assistance or Subsidies	\$ 93,300
<b>TOTAL</b>	<b>\$ 93,300</b>

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

Please specify the source of "Other Federal Funds".

**Revenue**

Source	Total Program Budget	ESG-CV Funds	Other
<b>ESG-CV Program Rapid Rehousing</b>	\$ 93,300	\$ <b>93,300</b>	
CDBG - Cities	\$ 9,262		
CDBG - County	\$ -		
CoC Program	\$ -		
ESG - CV Street Outreach Program	\$ 60,227		
HOME - Cities			
HHAP - County	\$ 24,762		
<i>Other Federal Funds (specify program below)</i>			
<i>Other State Funds (specify program below)</i>			
<i>Other Funds</i>			
County Human Services Funds/County Human Services Funds			
Other Local Funds: County and City of SB general Funds			
Private Trusts and Foundation Funds	\$ 22,500		
Fundraising Events			
Donations	\$ 7,635		
Client Fees			
<i>Other (specify source below)</i>			
<b>Total Revenue</b>	<b>\$ 217,686</b>	<b>\$ 93,300</b>	<b>\$ -</b>

Attachment B-2



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

Project Budget - Expenses

Project Title Rapid Rehousing  
 Applicant Name Channel Islands YMCA

Expenses

**Budget Term: 2021 - 2022**

Expense	Total Program Budget	ESG-CV Program		
		Services	Rental Assistance or subsidies	Other Source
<b>Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.</b>				
Salary & Taxes	\$ 44,116			\$ 44,116
Benefits	\$ 12,865			\$ 12,865
	\$ -			
	\$ -			
	\$ -			
	\$ -			
<b>Client Services and Direct Assistance</b>				
Contracted Services (Americore)	\$ 10,000			\$ 10,000
Supplies	\$ 4,798			\$ 4,798
Phone	\$ 1,855			\$ 1,855
Software/Internet	\$ 4,879			\$ 4,879
Rapid Rehousing	\$ 118,062		\$ 93,300	\$ 24,762
Travel Costs	\$ 4,200			\$ 4,200
Meetings & Trainings	\$ 300			\$ 300
Insurance	\$ 324			\$ 324
Employee Hiring Expenses	\$ 422			\$ 422
National Dues	\$ 1,152			\$ 1,152
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
<b>Other (specify below)</b>				
	\$ -			
Indirect Costs (Maximum 10% of Labor)	\$ 14,713			\$ 14,713
<b>Total Expenses</b>	<b>\$ 217,686</b>	<b>\$ -</b>	<b>\$ 93,300</b>	<b>\$ 124,386</b>
		<b>TOTAL ESG-CV Request:</b>		

**Mandatory Budget Narrative** (Please briefly describe each line item, provide example expenditures)

The \$93,300 request is for \$69,060 in Rapid Rehousing Rental Assistance. This would cover 9 placements in existing open spaces (\$33,060) and 4 placements beyond that (\$36,000). \$24,240 covers Rapid Rehousing Security Deposits. This would cover the above 9 placements (\$8,240) and the above 4 placements + 4 additional (\$16,000).













































