

Document: DignityMoves Ground Lease
Project La Posada Santa Barbara
Folio:
APNs: 061-040-012 and 061-040-024

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter “Agreement”) is made by and between

the COUNTY OF SANTA BARBARA, a political

subdivision of the State of California, hereinafter “COUNTY”;

and

DIGNITYMOVES LA POSADA LLC, a California limited liability company, hereinafter referred to as "DIGNITY" (and together with COUNTY, collectively, the “Parties” and each a “Party”);

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property in the unincorporated County of Santa Barbara, State of California, with an address of 4500 Hollister Avenue, Santa Barbara, more particularly described as County Assessor’s Parcel Numbers 061-040-012 and 061-040-024, and identified as the diagonally slashed and vertically slashed areas, respectively, on the County Assessor’s Parcel Map attached hereto as Exhibit A and incorporated herein by reference (“Property”); and

WHEREAS, DIGNITY desires to provide for construction and development on the Property of modular Interim Supportive Temporary Emergency Housing Units (“Units”) for homeless individuals and related facilities (such Units and facilities, collectively, the “Development”) where such individuals may receive on-site support services to rebuild their lives; and

WHEREAS, COUNTY desires to lease to DIGNITY, and DIGNITY desires to lease from the COUNTY, a portion of the Property described and depicted on Exhibit B, attached hereto and incorporated herein (“Premises”) at no cost to DIGNITY, for the purpose of DIGNITY constructing, and SERVICE PROVIDER, following completion of construction of the Development, maintaining, operating, and providing services to occupants of, the Development (the “Project”) on the Premises; and

WHEREAS, concurrently herewith, the COUNTY and DIGNITY are entering into a Development Management Agreement in substantially the form of Exhibit C, attached hereto and incorporated herein (the “Development Management Agreement”) providing for DIGNITY’s responsibilities with respect to the construction of the Development, including providing utilities to, in, on and along the Premises for the Project and associated appurtenances that may be incidental to the activities of the Project; and

WHEREAS, concurrently herewith, the COUNTY and DIGNITY are entering into a Subrecipient Agreement, a true and correct copy of which is attached hereto as Exhibit D and incorporated herein by reference (“Development Subrecipient Agreement”) which sets forth the terms and conditions governing the provision by the COUNTY of California Encampment Resolution funding, from which funds DIGNITY may request reimbursement from COUNTY for eligible costs incurred by DIGNITY in connection with the construction of the Development; and

WHEREAS, DIGNITY and [Service Provider] (together with its permitted successors and assigns, “SERVICE PROVIDER”) are parties to that certain Use Agreement, attached hereto as Exhibit E and incorporated herein by reference (“Use Agreement”), setting forth the respective roles and responsibilities of DIGNITY and SERVICE PROVIDER with respect to the Development after construction of the Development; and

WHEREAS, the Parties contemplate that DIGNITY will hold title to the Units and SERVICE PROVIDER will be responsible for maintenance and repair of the Development and the Premises, including the Project and all other improvements in and on the Premises; and

WHEREAS, COUNTY and SERVICE PROVIDER intend to enter into a Subrecipient Agreement (“Service Provider Agreement”) that will set forth their respective roles and responsibilities with respect to operation of the Project, including SERVICE PROVIDER’S roles and responsibilities in implementing programs necessary to meet the social needs of the population of the COUNTY by providing on the Property, in connection with the Development, associated programs and services to meet the social needs of the homeless population of the COUNTY and mitigate the homelessness crisis; and

WHEREAS, California Government Code Section 26227 and County Code Section 12A10.3 allow the Board of Supervisors to make available any real property of the COUNTY which will not be needed for COUNTY purposes during the time of possession, to be used to carry out programs deemed necessary to meet the social needs of the population of the COUNTY and mitigate the homelessness crisis, including emergency temporary interim supportive housing units and associated programs and services for homeless individuals; and

WHEREAS, COUNTY has determined that the Premises will not be needed for COUNTY purposes during the time of possession contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, COUNTY and DIGNITY agree that any and all prior lease agreements between the Parties for, related to, or in connection with the use or occupancy of the Property are hereby terminated, and that the following terms and conditions shall govern DIGNITY'S use and occupancy of the Property.

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY through its General Services Department Director, or designee ("Director"). The Director shall be the priority contact with DIGNITY, and may authorize General Services Department personnel to make periodic visits to the Property for purposes of inspection, administration, and/or enforcement of this Agreement.

2. **LEASED PROPERTY:** COUNTY hereby leases to DIGNITY and DIGNITY hereby leases from COUNTY the Premises, subject to the provisions of this Agreement.

3. **INGRESS & EGRESS; PARKING:** Ingress and egress to and from the Premises by DIGNITY and its duly authorized employees, invitees, agents, volunteers, and contractors, shall be from Hollister Avenue across the Property via Juvenile Hall Road, as set forth in the TROE (defined below). Following Substantial Completion (defined below), DIGNITY and its duly authorized employees, invitees, agents, volunteers, and contractors may use the parking spaces shaded on the map attached hereto as Exhibit G on an unreserved, first-come, first-served basis, and shall not use any other parking spaces on the Property. Prior to Substantial Completion, DIGNITY and its duly authorized employees, invitees, agents, volunteers, and contractors may use the Staging Area (as defined in the TROE) for parking purposes, and shall not use any other parking spaces on the Property.

4. **TERM:** The term of this Agreement "shall commence upon the Effective Date (defined below), and shall continue for five (5) years thereafter, subject to such early termination as set forth herein or otherwise agreed to in writing and duly executed by both DIGNITY and COUNTY (the "Term"). The use of the Property for the provision of Service Provider Services (defined below) is anticipated for five (5) years. Any extension of the Term beyond five (5) years after the Effective Date shall be subject to approval by the COUNTY Board of Supervisors at a regularly scheduled meeting held at the Santa Barbara Board Hearing Room location.

5. **CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS:** DIGNITY shall be responsible for construction of the Development and related improvements on the Premises, including, but not limited to, construction of the Units and temporary restrooms and shower units ("Facilities" and, together with the Units, collectively, the "Improvements"), and associated appurtenances incidental to the activities of the contemplated interim supportive housing community, and shall obtain and provide for the delivery of all necessary and desired utilities to, in, on and along the Premises through the date of substantial completion of the Development, which shall be deemed to have occurred upon issuance of a Temporary Certificate of Occupancy for the Project ("Substantial Completion"), including, but not limited to, all natural gas, heat, electricity, sewer service, telephone, internet, water, refuse disposal, and other services and utilities (collectively, "Utilities") and shall pay, directly to the appropriate suppliers of the Utilities, the cost of all Utilities supplied to the Premises. Following Substantial Completion, Utilities shall be paid by SERVICE PROVIDER in accordance with the provisions of the Service Provider Agreement and the Use Agreement; provided, however, that during any period

following Substantial Completion when SERVICE PROVIDER fails to pay for Utilities, DIGNITY shall pay for all Utilities. All amendments to the Use Agreement shall be subject to prior written approval by the COUNTY such that DIGNITY shall not execute or agree to any amendment to the Use Agreement without COUNTY's prior written consent, and SERVICE PROVIDER shall not be allowed to operate on the Premises or provide services in connection therewith before a Service Provider Agreement by and between the COUNTY and SERVICE PROVIDER has been duly executed by each of the COUNTY and SERVICE PROVIDER. DIGNITY shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Property, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of COUNTY in the Property or any part thereof, or the income therefrom. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to the filing of any lien against the Property by any contractor, subcontractor, laborer, materialman, architect, engineer, or other person for the performance of any labor or the furnishing of any materials or services for or in connection with the Property or any part thereof.

6. **PURPOSE AND USE:** DIGNITY shall use the Premises solely for the purposes of constructing the Development and the performance of its obligations under this Agreement, the Temporary Right of Entry Agreement by and between DIGNITY and the COUNTY dated on or about the date hereof ("TROE"), the Development Management Agreement, and the Use Agreement in compliance with all applicable federal, state, and local laws, regulations, rules and ordinances, guidelines, policies, directives, standards, and agreements approved by COUNTY, including, but not limited to, the Development Subrecipient Agreement ("Applicable Laws"). From and after Substantial Completion, the Project shall be operated by SERVICE PROVIDER, subject to the Use Agreement and Service Provider Agreement. In the event that (i) at any time after Substantial Completion, the Use Agreement is not in effect, the Service Provider Agreement is not in effect, or SERVICE PROVIDER is no longer operating the Project on the Premises, or (ii) at any time during the Term, the Premises is used for any purpose other than as set forth herein without the express prior written consent of COUNTY, COUNTY may elect to terminate this Agreement and regain possession of the Premises.

DIGNITY shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied, for any unlawful, illegal, or extra hazardous business, use, or purpose, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of any Applicable Laws, or which may make void or voidable any insurance then in effect with respect to the Property. DIGNITY shall take, or cause to be taken immediately upon its discovery, knowledge, including constructive knowledge, or receipt of notification of any such unpermitted, unlawful, illegal, or extra hazardous use, all necessary actions, legal and equitable, to compel the discontinuance of such use. Without limiting the foregoing, DIGNITY shall promptly (i) cure or cause to be cured all violations of Applicable Laws for which DIGNITY is responsible hereunder and has received notice or a public notice of violation has been issued, and (ii) pay or cause to be paid all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Applicable Laws.

In the event that (i) COUNTY and SERVICE PROVIDER do not enter into a Service Provider Agreement in the form and substance acceptable to COUNTY, or (ii) the Use Agreement

by and between DIGNITY and SERVICE PROVIDER is not in full force and effect at any point during the Term, then SERVICE PROVIDER shall not be involved with the Project or the Property, and any involvement of SERVICE PROVIDER on the Property or with the Project shall be conditioned on COUNTY and SERVICE PROVIDER first entering into a written Service Provider Agreement with COUNTY in form and substance approved by COUNTY, and DIGNITY and SERVICE PROVIDER entering into a Use Agreement in substantially the form and substance of the Use Agreement attached to this Agreement, which sets forth the terms and conditions of SERVICE PROVIDER's involvement with the Property and the Project. At any time when no agreement between COUNTY and SERVICE PROVIDER or between DIGNITY and SERVICE PROVIDER is in effect as contemplated in the foregoing sentence, COUNTY shall use reasonable efforts to promptly secure a SERVICE PROVIDER to enter into such agreements.

During the Term, DIGNITY shall not use or permit the Premises to be used by any person (other than SERVICE PROVIDER in accordance with the terms of the Use Agreement) in such a manner as would impair COUNTY's title to or interest in the Property, or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Property.

Notwithstanding the foregoing provisions of this Section 6, DIGNITY shall have no responsibility for the use of the Premises by SERVICE PROVIDER, provided SERVICE PROVIDER accepts responsibility for the use of the Premises by SERVICE PROVIDER and its employees, tenants, invitees, agents, volunteers, and contractors pursuant to the Use Agreement between DIGNITY and SERVICE PROVIDER, and the Service Provider Agreement between the COUNTY and SERVICE PROVIDER.

7. **RENT:** In accordance with Government Code Section 26227, the Santa Barbara County Board of Supervisors determined that the operations of the Project are necessary to meet the social needs of the population of the COUNTY. In consideration for DIGNITY's construction of the proposed Project and for SERVICE PROVIDER's administration, operation, and maintenance of the Project on the Premises, as well as SERVICE PROVIDER's provision of supportive services in connection with the proposed Project (the latter such services, the "Service Provider Services"), the Premises is being leased to DIGNITY by COUNTY rent-free.

Notwithstanding the foregoing provisions of this Section 7, should, for any reason, the Santa Barbara County Board of Supervisors determine, at a publicly noticed hearing of which DIGNITY receives at least fifteen (15) days' advance written notice, that the Service Provider Services provided by SERVICE PROVIDER are no longer necessary to meet the social needs of the population of the COUNTY, or should the aforementioned Government Code Section 26227 be repealed or replaced (provided the County confirms the repeal/replacement of the same by written notice to DIGNITY) such that DIGNITY no longer qualifies for the rights granted hereunder, DIGNITY shall, at its election, either (a) pay to COUNTY fair market rent for the Premises commencing thirty (30) days after said hearing, or (b) terminate this Agreement upon thirty (30) days' written notice to COUNTY. The amount of such fair market rent shall be determined by an independent appraiser selected by COUNTY after good-faith consultation with DIGNITY ("Appraiser"), and shall be determined based upon the rental value of the land only ("Disqualified Provider Rent"). Such Disqualified Provider Rent shall be due and payable by DIGNITY for each month of the Term during which a Disqualification Event occurs or is ongoing, and shall increase at a rate of 3% per year on each anniversary following the Appraiser's determination of the amount of such Disqualified Provider Rent. Each Party shall be responsible

for half of the Appraiser's fees and any other costs of the Appraiser's appraisal of the fair market rent for the Premises hereunder.

8. **PROPERTY SUITABILITY:** DIGNITY has inspected the Property and the Premises and has determined that they are suitable for DIGNITY's purposes, including the construction of the Development in accordance with the terms and conditions set forth herein, in Appendix P (Emergency Housing) of the California Building Code, and in the Development Management Agreement and, therefore, DIGNITY hereby accepts, by way of executing this Agreement, use of the Premises "AS-IS" in its existing condition as of the Effective Date.

DIGNITY ACKNOWLEDGES THAT COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY, OR THE SUITABILITY OF THE PROPERTY FOR THE INTENDED USE BY DIGNITY OR SERVICE PROVIDER OR FOR ANY OTHER USE.

9. **CONSTRUCTION AND ALTERATIONS:** All construction, alterations, and improvements on the Premises by DIGNITY shall be subject to COUNTY's prior written approval of proposed plans and specifications for same presented by DIGNITY to COUNTY in written form prior to any such construction, alterations, or improvements, and shall be in accordance with the provisions of the Development Management Agreement. COUNTY, through its General Services Department, shall issue a written approval or disapproval of such plans and specifications submitted pursuant to this Section 9.

Any such COUNTY approval shall be deemed conditioned upon DIGNITY, at DIGNITY's sole expense, (1) acquiring in advance all necessary permits, licenses, and approvals from, and making and filing all required notifications and registrations with, the appropriate governmental agencies and Utility companies, (2) furnishing a copy of all required permits and approvals to COUNTY prior to the commencement of such work, and (3) complying with all conditions of such permit(s) and approvals, and is subject to prevailing wage requirements with compliance monitoring and enforcement by the Department of Industrial Relations pursuant to the provisions of Section 1770 et seq. of the California Labor Code. Compensation paid by DIGNITY for such work shall not be less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. Any and all permits, licenses, approvals, and clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits, approvals, or clearances. DIGNITY shall provide to COUNTY'S General Services Department not less than ten (10) calendar days' prior written notice before the commencement of any such work in, on, or about the Property; and COUNTY shall have the right to post Notices of Non-responsibility, as provided by law.

During all such work on the Property, DIGNITY shall keep the Property, including all Improvements, free and clear of liens for labor and materials expended by or for DIGNITY, or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to all such work. Non-compliance with this Section 9 shall constitute a material breach of this Agreement. DIGNITY shall provide written notice to COUNTY of the date of completion of each Improvement constructed by or on behalf of DIGNITY in connection with this Agreement.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to

entitle DIGNITY to undertake construction of any alterations or improvements without complying with all permitting required by COUNTY in its governmental capacity.

10. **TITLE:** During the Term, title to the Improvements shall vest with DIGNITY; Provided, however, that, in accordance with Section 9, above, DIGNITY does not have the right to, and shall not at any time during the Term, erect any improvements in or upon the Property without the prior written consent of the COUNTY in each instance.

Except as expressly provided otherwise herein, the above-grade Improvements shall be and remain the property of DIGNITY. Title to the Improvements shall remain with DIGNITY after the expiration or termination of this Agreement; provided, however, that in the event that above-grade Improvements (and such other improvements as DIGNITY and the COUNTY mutually agree DIGNITY is responsible for removing upon expiration or termination of this Agreement) are not removed within ninety (90) days of the expiration or termination of this Agreement, title to some or all of the Improvements shall, at COUNTY's election upon no less than thirty (30) days' written notice (which may be given during the aforementioned ninety (90)-day period), transfer to and vest in the COUNTY. Such transfer or vesting of title shall not constitute a waiver of any right or remedy which the COUNTY may have against DIGNITY or any other person for any damage, loss, or injury suffered by the COUNTY as a result of any act or omission by DIGNITY in connection with this Agreement.

DIGNITY shall not have the right to waste, destroy, demolish or remove the Improvements, except as provided in this Agreement. In the event that DIGNITY and SERVICE PROVIDER discontinue use of the Improvements, this Agreement may be terminated as provided in Section 12 ABANDONMENT OF THE PREMISES and/or IMPROVEMENTS, below. In such event, DIGNITY shall remove and dispose of the Improvements in accordance with Section 34, SURRENDER OF PROPERTY, below.

11. **ENTRY BY COUNTY:** COUNTY may enter upon the Premises at all times upon reasonable (no less than 24 hours', unless emergency circumstances justify less) notice, and subject to the rights of occupants and the terms of the Service Provider Agreement, to examine the condition thereof, provide emergency maintenance, make emergency repairs, and to make such other repairs as COUNTY may deem necessary in accordance with Section 15, below; provided, however, that prior to Substantial Completion, DIGNITY shall be given at least five (5) business days' written notice of any non-emergency repairs and an opportunity to make such repairs prior to the COUNTY making the same. DIGNITY shall reimburse COUNTY for all reasonable expenses COUNTY incurs for maintenance and/or repair(s) that COUNTY makes pursuant to this Section 11, in accordance with Section 15, below.

12. **ABANDONMENT OF THE PREMISES and/or IMPROVEMENTS:** DIGNITY shall not abandon, vacate, surrender, or assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement or any of DIGNITY's rights or obligations hereunder, including, but not limited to, use of the Premises and/or the Improvements, other than to SERVICE PROVIDER in accordance with the provisions of the COUNTY-approved Use Agreement, at any time during the Term of this Agreement, other than with the prior written consent of COUNTY in each instance. If DIGNITY attempts or does abandon, vacate, surrender, assign, or otherwise transfer this Agreement or any of DIGNITY's rights or obligations hereunder other than to SERVICE PROVIDER in the Use Agreement as approved by COUNTY without the prior written consent of COUNTY (each, a "Purported Transfer"), then such Purported Transfer shall be void *ab initio*, and this Agreement and all of DIGNITY'S rights hereunder shall be subject to immediate

termination by COUNTY without opportunity for cure.

In the event of such termination, the Improvements and all personal property belonging to DIGNITY and left on the Premises more than ninety (90) days after such termination shall be deemed abandoned at the option of COUNTY, and title to such personal property shall pass to COUNTY as provided in Section 10, above.

13. **WASTE AND NUISANCE:** DIGNITY shall not commit, nor suffer to be committed, any waste upon the Premises, nor cause or permit any nuisance to exist thereon. Notwithstanding the foregoing provisions of this Section 13, DIGNITY shall have no responsibility for waste or nuisance committed, suffered to be committed, caused or permitted by SERVICE PROVIDER, provided SERVICE PROVIDER accepts responsibility for such waste or nuisance of the SERVICE PROVIDER and its employees, tenants, invitees, agents, volunteers, and contractors pursuant to the Use Agreement between DIGNITY and SERVICE PROVIDER, and the Service Provider Agreement between the COUNTY and SERVICE PROVIDER.

14. **UTILITIES:**

A. **Utility Charges.** DIGNITY, at its sole cost and expense, shall install, provide, and maintain the necessary mains, laterals, meters and ancillary equipment required to maintain Utility services to the Premises and Improvements, in accordance with all Applicable Laws, and shall obtain, maintain in full force and effect, and remain in compliance with, at all times during the Term, all required Utility permits and approvals. Following Substantial Completion, the obligations of DIGNITY set forth in the immediately preceding sentence are to be assumed by SERVICE PROVIDER pursuant to the Service Provider Agreement duly executed by both of DIGNITY and SERVICE PROVIDER, whereby SERVICE PROVIDER agrees to assume responsibility for same; provided, however, that such Service Provider Agreement shall not relieve DIGNITY of ultimate responsibility for same hereunder during the Term in the event that SERVICE PROVIDER defaults on such obligations, or in the event that SERVICE PROVIDER does not enter into a Service Provider Agreement with County. DIGNITY shall make and file all notifications and registrations as required by Applicable Laws in connection with the Utilities. All accounts for such Utilities shall, prior to Substantial Completion, name DIGNITY as the responsible party and may, after Substantial Completion and execution of a COUNTY-approved Use Agreement as specified above in this Section 14, name SERVICE PROVIDER as the responsible party. DIGNITY shall pay when due all charges for all Utilities from the Effective Date (defined below) through Substantial Completion and until execution by DIGNITY and SERVICE PROVIDER of the Use Agreement which provides that SERVICE PROVIDER shall pay when due all charges for all Utilities thereafter; provided, however, that such Use Agreement shall not relieve DIGNITY of ultimate responsibility hereunder for payment when due of all charges for all Utilities during the Term in the event that SERVICE PROVIDER defaults on such obligations, or in the event that SERVICE PROVIDER does not enter into a Service Provider Agreement with County.

B. **Removal.** Upon expiration or termination of the Agreement, DIGNITY shall, at its sole cost and expense, remove all above-grade Utility improvements and ancillary equipment in, on, and below the Premises, unless COUNTY agrees otherwise in writing with respect to specified Utility improvements and/or ancillary equipment in a written agreement duly executed by COUNTY and DIGNITY.

15. **MAINTENANCE AND REPAIR:** During the Term of this Agreement, DIGNITY shall, at its sole cost and expense, maintain the Premises and Improvements in a neat, clean, and safe and sanitary condition, and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary, and extraordinary, and foreseen and unforeseen.

If DIGNITY fails to keep and maintain the Premises and the Improvements in the condition required by this Agreement, COUNTY may (but shall not be required to) perform and satisfy such requirements, and DIGNITY hereby agrees to reimburse COUNTY, as additional rent, for the reasonable cost thereof promptly upon demand. DIGNITY shall not permit any material waste of the Premises, and DIGNITY shall keep the entire Premises substantially free of any accumulation of rubbish. COUNTY is not required to maintain, repair, clean, alter, or improve the Property, or to provide any services to the Property. Following Substantial Completion, the obligations of DIGNITY set forth in the foregoing provisions of this Section 15 may be assumed by SERVICE PROVIDER pursuant to the Use Agreement duly executed by both of DIGNITY and SERVICE PROVIDER, whereby SERVICE PROVIDER expressly agrees to assume responsibility for the obligations of DIGNITY set forth in the foregoing provisions of this Section 15; provided, however, that such Use Agreement shall not relieve DIGNITY of ultimate responsibility for same hereunder for performance of maintenance and repairs hereunder during the Term in the event that SERVICE PROVIDER defaults on such obligations, or in the event that no Service Provider Agreement is in effect between SERVICE PROVIDER and COUNTY.

16. **ASSIGNMENT/ SUBLEASE:** DIGNITY shall not assign or otherwise transfer, directly or indirectly, by operation of law or otherwise, the Property, Premises, Improvements, this Agreement, or any of DIGNITY'S rights or obligations therein or hereunder, or license, or sublease the Property, Premises, Improvements, or any part thereof, or any right or privilege appurtenant thereto, other than to SERVICE PROVIDER pursuant to the Use Agreement, without COUNTY'S prior written consent in each instance. Consent by COUNTY to any one such assignment, transfer, license or sublease shall not be deemed to constitute consent to any subsequent assignment, transfer, license or sublease. Any assignment, transfer, license or sublease made contrary to this Section 16 shall be null and void at the election of COUNTY, in COUNTY's sole discretion.

17. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the Parties and to their respective permitted successors and assigns in accordance with Section 16, above.

18. **INSURANCE AND INDEMNIFICATION:** DIGNITY shall, at all times during the Term, comply with the indemnification and insurance provisions as set forth in Exhibit F, attached hereto and incorporated herein by reference. DIGNITY shall require its contractors and subcontractors to maintain the insurance coverage set forth in Exhibit F throughout the Term of this Agreement, and to provide proof of such insurance to DIGNITY, and COUNTY upon COUNTY's request, including, but not limited to, the required additional insured endorsements, prior to accessing the Property.

19. **WAIVER OF SUBROGATION RIGHTS:** Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party (or to the other Party's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of such an insured loss, neither Party's insurance company shall have a subrogated claim against the other Party hereto.

20. **QUIET ENJOYMENT AND NON-INTERFERENCE:** DIGNITY shall at all times conduct its business in a professional, quiet, and orderly manner to the satisfaction of the COUNTY. DIGNITY shall not use, nor permit those under its control, including, but not limited to, its employees, tenants, invitees, agents, volunteers and contractors to use any portion of the Premises in any way that creates a nuisance or waste, or that interferes with any properties adjacent to the Property, or with COUNTY's ownership of or title to the Property, or with COUNTY's lawful use of the Property or any other property owned by the COUNTY. Notwithstanding the foregoing, DIGNITY shall have no obligation to cause SERVICE PROVIDER or its employees, tenants, invitees, agents, volunteers and/or contractors to comply with the foregoing as long as SERVICE PROVIDER has accepted responsibility for the requirements of this Section 20 pursuant to the Use Agreement between DIGNITY and SERVICE PROVIDER.

21. **NONDISCRIMINATION:** DIGNITY in its operations under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or any COUNTY ordinance.

Noncompliance with provisions of this Section 21 shall constitute a material breach hereof, and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interests hereby created without liability.

22. **ENVIRONMENTAL IMPAIRMENT:**

DIGNITY shall, at all times during the Term, comply with all applicable federal, state, county, and municipal statutes, ordinances, laws, regulations, rules, and orders, regardless of when they become or became effective, including, but not limited to, those relating to signage, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by COUNTY.

23. **TOXICS:** DIGNITY shall not cause or permit in, on, or under the Premises, or suffer or permit to occur in, on, or under, the Premises, any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence, or handling of Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" shall mean any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended including, without limitation, any material or substance which is: (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State Laws; (b) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or equivalent State Laws; (c) defined as a "hazardous substance"

pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) or equivalent State Laws; (d) petroleum; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and (i) petroleum products.

DIGNITY shall be fully responsible for all Hazardous Materials, and any other hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance, that are manufactured, generated, used, placed, disposed, stored, handled or transported by DIGNITY, or any of its agents, employees, invitees, volunteers or designees, on, under, or in the Premises during the Term of this Agreement. It is acknowledged that DIGNITY shall have no responsibility for the presence of Hazardous Materials (i) from any period prior to the Effective Date; or (ii) resulting from the acts or omissions of SERVICE PROVIDER, its agents, employees, invitees, volunteers or designees, provided that SERVICE PROVIDER has accepted responsibility for the Release of Hazardous Materials by SERVICE PROVIDER and its agents, employees, invitees, volunteers, or designees pursuant to the Use Agreement between DIGNITY and SERVICE PROVIDER and the Service Provider Agreement between COUNTY and SERVICE PROVIDER. DIGNITY shall notify COUNTY and all appropriate governmental emergency response agencies immediately in the event of any Release or threatened Release of any such Hazardous Materials. For purposes of this Agreement, "Release" shall mean any release, discharge, leakage, spillage, emission, or pollution of any type, including, but not limited to, hazardous materials,

24. **COMPLIANCE WITH THE LAW:** At all times during the Term, DIGNITY shall comply with all Applicable Laws, whether now or hereafter in effect.

25. **TAXES AND ASSESSMENTS:** DIGNITY shall promptly pay and discharge all property taxes and assessments, including special assessments and possessory interest taxes, if any, which may be levied upon the Improvements and/or the Property during Term, except to the extent levied upon or by reason of the operations of SERVICE PROVIDER on the Property during any period with respect to which SERVICE PROVIDER has accepted responsibility for the taxes and assessment under this Section 25 pursuant to a Use Agreement in effect between DIGNITY and SERVICE PROVIDER and a Service Provider Agreement in effect between COUNTY and SERVICE PROVIDER.

26. **NOTICES:** Any notice to be given to a Party hereunder shall be in writing and shall be delivered, either personally, by U.S. Postal Service Mail, or by e-mail, to such Party as follows:

COUNTY: General Services Department
Real Property Division
1105 Santa Barbara Street 2nd Flr.
Santa Barbara, CA 93101
Attn: Julie Lawrence, Real Property Manager
Phone: (805) 568-3070
e-mail: juliel@countyofsb.org

DIGNITY: DignityMoves La Posada LLC
2406 Bush Street

San Francisco, CA 94115
Attn: Elizabeth Funk
Phone: (415) 867-7397
e-mail: elizabeth@dignitymoves.org

Copy to: Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067
Attn: Diane De Felice
Phone: (310) 500-4613
Email: DDeFelice@bhfs.com

or to such Party at such other respective address as may be designated by such Party in writing in accordance with this Section 26. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. Postal Service mail, nationally recognized overnight courier, or by personal delivery. Notices personally or electronically delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) business days after deposit in the mail.

27. **DEFAULT:** Except as otherwise required herein, should DIGNITY at any time be in material breach of any of the provisions of this Agreement (“Event of Default”), and COUNTY determines in its reasonable discretion that such default is capable of being cured, COUNTY shall give notice to DIGNITY specifying the particulars of such Event of Default and the actions required to cure, and DIGNITY shall promptly commence remedial action to cure such Event of Default. Should such Event of Default continue uncured for a period of thirty (30) calendar days from such notice of such Event of Default, this Agreement shall terminate at the option of the COUNTY. In the event that COUNTY determines that such an Event of Default cannot be cured within such 30-day period, COUNTY may elect to allow DIGNITY to complete cure of such Event of Default thereafter, within a reasonable period of time specified by COUNTY in writing (“Extended Cure Period”), provided that DIGNITY diligently proceeds with all due speed to cure such Event of Default, as determined by COUNTY in COUNTY’s reasonable discretion.

28. **REMEDIES:** In the event of an Event of Default by DIGNITY or a material default or breach by COUNTY, the non-defaulting Party may exercise any right or remedy at law or in equity which such Party may have by reason of such default or breach, including, but not limited to, the following:

- A. The non-defaulting Party may waive the default or breach in accordance with Section 29, *WAIVER*, below.
- B. The non-defaulting Party may maintain this Agreement in full force and effect and recover monetary losses resulting from such default or breach.
- C. Where DIGNITY is the non-defaulting party, DIGNITY may terminate the Agreement and surrender use of the Premises.
- D. Where COUNTY is the non-defaulting party, COUNTY may terminate this Agreement, and DIGNITY shall vacate the Premises within 30 days of written notice of such termination from COUNTY (subject to longer periods for removal of Improvements as provided herein).

29. **WAIVER**: It is understood and agreed that any waiver, express or implied, of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

30. **AMENDMENTS**: This Agreement may only be amended in writing duly executed by each of the Parties, and such changes shall be binding upon the successors and permitted assigns of the Parties.

31. **TERMINATION**: This Agreement shall terminate, and all rights of DIGNITY hereunder shall cease, and DIGNITY shall quietly and peacefully deliver to COUNTY possession of the Premises and possession of and all interest in and title to the Improvements:

- A. Upon ninety (90) calendar days' written notice from COUNTY to DIGNITY;
or
- B. Upon ninety (90) calendar days' written notice from DIGNITY to COUNTY;
or
- C. Upon abandonment of the Improvements and/or Premises, as provided in Section 12, *ABANDONMENT OF THE PREMISES and/or IMPROVEMENTS*;
or
- D. Upon the failure of DIGNITY to satisfy, observe or perform any of the covenants, obligations, conditions set forth in this Agreement and the expiration of the applicable cure period, if any, as provided in Section 27, *DEFAULT*; or
- E. As provided in Section 32, *DESTRUCTION*; or
- F. Upon expiration or other earlier termination of the Agreement in accordance the provisions of this Agreement.

32. **DESTRUCTION**: If the Premises and/or any of the Improvements are partially or totally destroyed by fire or other casualty, this Agreement, at the option of DIGNITY, shall terminate. Within one hundred twenty (120) days following any such termination of this Agreement, DIGNITY shall remove all above-grade Improvements from the Premises, unless otherwise directed by COUNTY in writing, and shall return the Premises to as near as its original condition as of the Effective Date as is practical. At the election of COUNTY, the Units may be moved, at the expense of COUNTY, to another site designated by COUNTY. The Units shall otherwise be removed at the expense of DIGNITY. The COUNTY and DIGNITY may mutually agree to arrangements with respect to Improvements at grade. In no event shall DIGNITY be required to remove below-grade Improvements.

33. **AGENCY DISCLOSURE**: DIGNITY acknowledges that the General Services Department, Facilities Services Division of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for DIGNITY nor a dual agent in this transaction.

DIGNITY acknowledges that DIGNITY is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.

34. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, DIGNITY shall vacate and surrender possession of, and all claim to, the Premises, leaving it in good condition, except for ordinary wear and tear.

DIGNITY shall be required to remove all above-grade Improvements upon the expiration or termination of this Agreement, except as otherwise directed by the COUNTY in writing. At COUNTY's election, the Units may be moved, at the expense of COUNTY, to another site designated by COUNTY provided that COUNTY provides DIGNITY with six (6) months' notice specifying where the Units will be relocated. The Units shall otherwise (in the event COUNTY does not timely provide notice pursuant to the foregoing sentence) be removed upon expiration or termination of this Agreement at the expense of DIGNITY. The COUNTY and DIGNITY may mutually agree to arrangements with respect to Improvements at grade. In no event shall DIGNITY be required to remove below-grade Improvements. In the event that DIGNITY fails to remove the Improvements in accordance with the provisions of this Agreement, COUNTY shall have the right, but not the obligation, to take title to the Improvements as described in Section 10 TITLE.

35. **CONDEMNATION:** In the event the Premises or Improvements or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Premises and/or Improvements, COUNTY shall have the right, subject to DIGNITY's consent, which consent shall not be unreasonably withheld, to control the defense of any such action in condemnation or eminent domain, and to defend any such action and settle the same in COUNTY'S absolute discretion. DIGNITY agrees that COUNTY shall have the right (subject to DIGNITY's consent, which consent shall not be unreasonably withheld), but not the obligation, to defend or settle any such action of condemnation or eminent domain affecting DIGNITY'S Improvements on or interest in the Premises.

DIGNITY shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to DIGNITY'S interests hereunder.

In the event possession of the Property or partial possession of the Property is obtained by a public agency or other agency empowered to take by eminent domain, in a manner which precludes DIGNITY'S intended use hereunder, this Agreement shall terminate as of the effective date of such possession and, upon such termination, any obligations of DIGNITY up to said termination date shall cease.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

36. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

37. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

38. **CERTIFICATION OF SIGNATORIES:** Each of the signatories of this Agreement represent and warrant that such signatory is duly authorized to execute this Agreement, and that no additional signatures are required to bind such Party to its terms and conditions, or to carry out any of such Party's duties or obligations hereunder. The

Parties each represent and warrant that:

(a) This Agreement has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this Agreement.

(c) The consummation of the transactions hereby contemplated and the performance of this Agreement will not result in any breach or violation of, or constitute a default under, any other lease or financing agreement. DIGNITY agrees that it shall provide to COUNTY, upon COUNTY's request, evidence that the execution and delivery of this Agreement has been duly authorized by DIGNITY.

39. **ENTIRE AGREEMENT:** This Agreement, together with the Development Subrecipient Agreement, the Development Management Agreement, and all exhibits and other attachments hereto and thereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

40. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions thereof.

41. **DISPUTES:** In the event of a dispute between the Parties arising hereunder, unless such dispute relates to claims for which a Party is entitled to be indemnified hereunder or otherwise by written agreement, each Party shall bear its own attorneys' fees and costs.

42. **CONSTRUCTION:** Each of the Parties agree that such Party and its respective counsel have reviewed and approved this Agreement to the extent that such Party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the Parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any Party hereto.

43. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, any documents that shall or may need recordation, shall not be accepted for recordation by the Clerk Recorder of the COUNTY until such documents bearing original signatures are received by COUNTY.

44. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart 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.

[Signatures appear on the following page.]

Document: DignityMoves Ground Lease
Project: La Posada Santa Barbara
Folio: _____
APNs: 061-040-012; 061-040-024

IN WITNESS WHEREOF, COUNTY and DIGNITY have executed this Agreement by their respective authorized officers as set forth below to be effective as of the first date fully executed by all of the Parties (“Effective Date”).

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

By: _____
Kirk Lagerquist, Director
General Services Department

Date: _____, 2023

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
GREG MILLIGAN
CEO/RISK MANAGEMENT

By: _____
Lauren Wideman
Deputy County Counsel

By: _____
Greg Milligan
Risk Manager

APPROVED:

By: _____
Julie Lawrence
Real Property Manager

(DIGNITY signature continues on next page)

Document: DignityMoves Ground Lease
Project: La Posada Santa Barbara
Folio: 004026
APNs: 061-040-012 and 061-040-024

IN WITNESS WHEREOF, COUNTY and DIGNITY have executed this Agreement by their respective authorized officers as set forth below to be effective as of the first date fully executed by all of the Parties (“Effective Date”).

DIGNITYMOVES LA POSADA LLC,
a California limited liability company

By: _____
Elizabeth Funk,
Chief Executive Officer

By: DIGNITYMOVES, a California nonprofit
public benefit corporation, its Sole Member

By: _____
Elizabeth Funk,
Chief Executive Officer

Date: _____, 2023

EXHIBIT A

The Property

POR. PUEBLO LANDS

061-04

U.S.

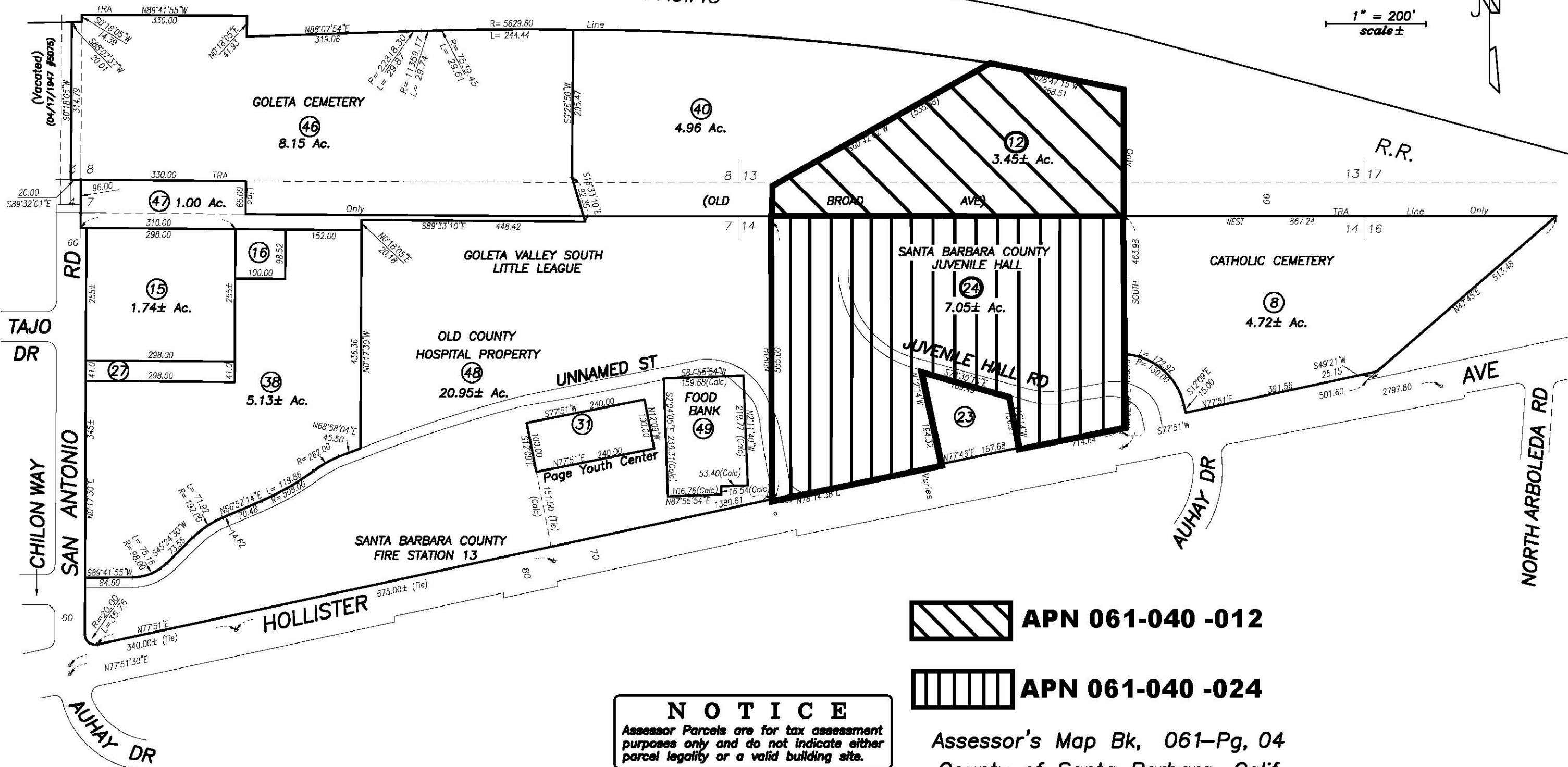
HWY

101

UNION

PACIFIC

1" = 200'
scale ±



 **APN 061-040 -012**

 **APN 061-040 -024**

NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

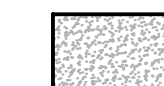
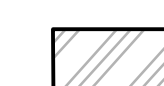


Assessor's Map Bk, 061-Pg, 04
County of Santa Barbara, Calif.

LD/23 30 & 43 into 48
19, 20 & 21 into 49

EXHIBIT B

PREMISES

PAVING LEGEND

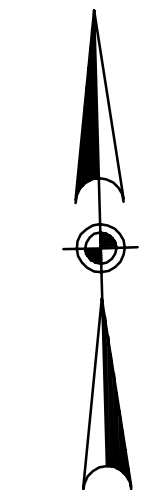
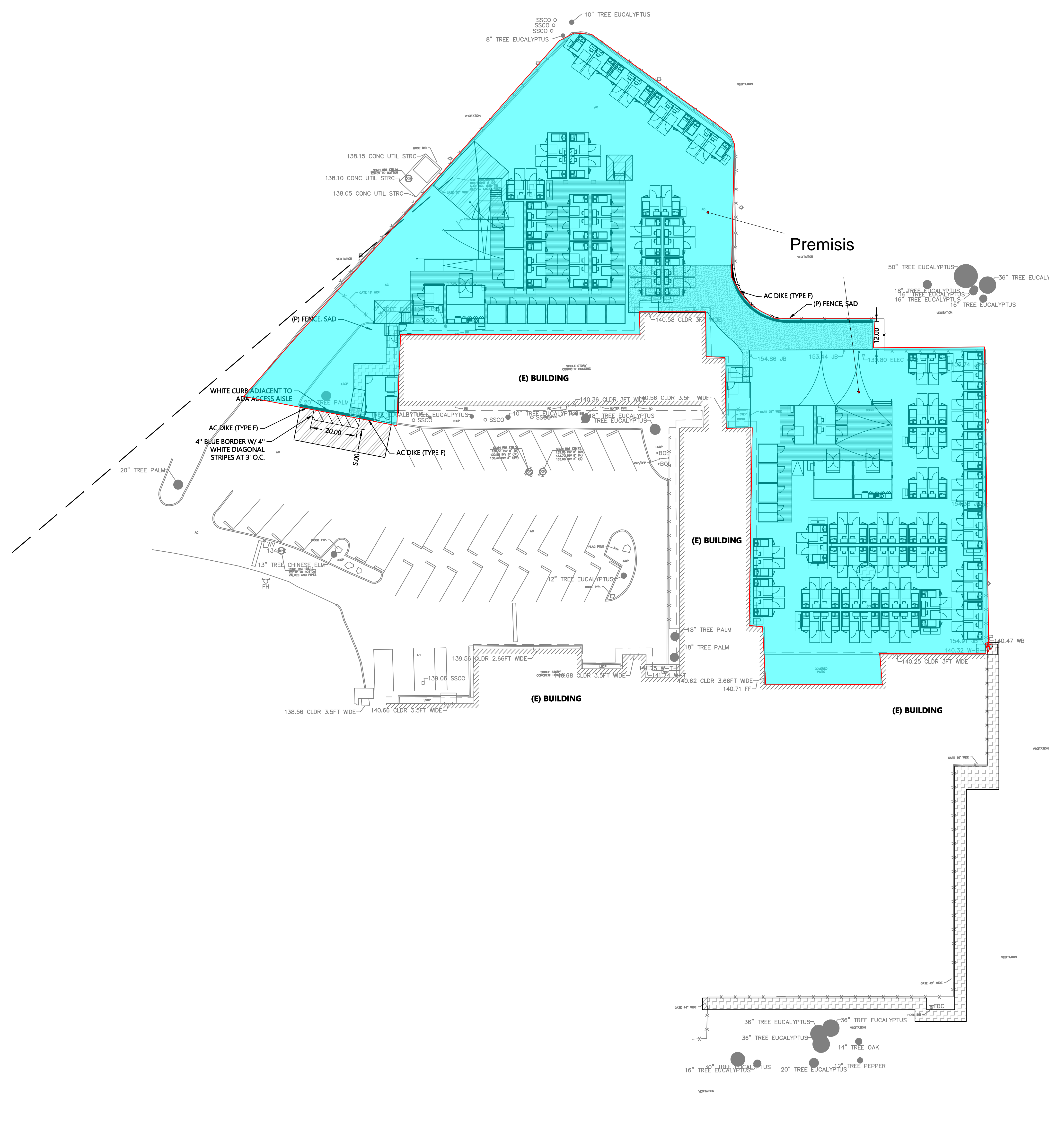
-  AC PAVING
3" MIN. AC/10" MIN. CLASS II AB/PREPARED
SUBGRADE (T. 5.0, R = 5)
-  COLD PLANE AND AC OVERLAY
COLD PLANE 2" AC
2" MIN AC OVERLAY
-  CONCRETE PAVING (PEDESTRIAN)
4" CONC/4" CLASS 2 AB COMPACTED TO 95%
-  DEEP LIFT AC
12" DEPTH

PAVING NOTES:

1. SITE R-VALUE OF 5 IS ASSUMED. PROPOSED SITE PAVEMENT SECTIONS TO BE DETERMINED BY THE GEOTECHNICAL ENGINEER.

SIGNING & STRIPING NOTES

1. LOCATIONS OF EXISTING SIGNS, STRIPING, AND PAVEMENT MARKERS ARE APPROXIMATE ONLY. NEW ROADSIDE SIGNS SHALL CONFORM TO THE LATEST PROVISIONS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND THE PROJECT SPECIFICATIONS.
2. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM THE OWNER.
3. ALL CONFLICTING STRIPING, PAVEMENT MARKERS, AND PAVEMENT MARKINGS SHALL BE REMOVED AS REQUIRED.
4. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.



PAGE TURN 3/22/2023

Date	Description
03/31/2023	ISSUE FOR PERMIT

AHJ Stamps

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dignity Moves - La Posada

Project Number
20221726-10

Description
HORIZONTAL CONTROL, PAVING, SIGNING AND STRIPING PLAN

Scale
1"=20'

C5.00

EXHIBIT C

DEVELOPMENT MANAGEMENT AGREEMENT

(attached)

DEVELOPMENT MANAGEMENT AGREEMENT

BETWEEN

County of Santa Barbara

AND

DignityMoves La Posada LLC,
a California limited liability company

La Posada
4500 Hollister Avenue
Santa Barbara, California 93110

DEVELOPMENT MANAGEMENT AGREEMENT

THIS DEVELOPMENT MANAGEMENT AGREEMENT (the "**Agreement**") is made effective as of May 16, 2023 (the "**Effective Date**"), by and between the County of Santa Barbara ("**County**") and DignityMoves La Posada LLC, a California limited liability company ("**DignityMoves**" and together with County, collectively, the "**Parties**" and each individually a "**Party**").

RECITALS

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

B. The County owns that certain real property commonly known as 4500 Hollister Avenue in the County of Santa Barbara, State of California, identified as Assessor's Parcel Numbers 061-040-012 and 061-040-024, and as depicted on **Exhibit "A"** attached to this Agreement and incorporated herein (the "**Property**"), and has agreed to lease certain portions of the Property, as depicted in **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Premises**"), to DignityMoves pursuant to the terms of that certain Ground Lease Agreement dated on or about the Effective Date of this Agreement (the "**Lease**"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Lease.

C. DignityMoves, with the approval of County, intends to develop the Premises with an interim housing project for formerly unhoused individuals containing [90] individual residential units and wet areas, common areas including, ancillary dining, laundry and storage facilities for residents and office and administration facilities for operation of the project (together with all related facilities, the "**Project**"). For purposes of this Agreement, the term "Project" shall be deemed to include the final number of residential units developed with related improvements as ultimately approved by the agency or agencies or Governmental authority or authorities with jurisdiction.

D. DignityMoves will receive California Encampment Resolution Funding Program funding for the development of the Project in the approximate amount of [One Million Dollars (\$1,000,000.00)] (the "**California Encampment Resolution Funding**") subject to that certain Development Subrecipient Agreement dated as of the date hereof, a true and correct copy of which is attached hereto as **Exhibit "C"** (the "**Development Subrecipient Agreement**"), and in the approximate amount of Four Million Dollars (\$4,000,000.00) from its own fundraising efforts.

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

F. The County desires to engage DignityMoves, and DignityMoves desires, to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, construction and completion of the Development Work (as such term is hereinafter defined) upon the terms, conditions and covenants herein described.

G. DignityMoves has identified a goal of having the Project permitted and ready for construction on or before July 1, 2023.

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

"City" shall mean the City of Santa Maria.

"Claims" shall mean any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, actual attorneys' fees and costs, court costs, demands, debts, causes of action, fines, judgments and penalties.

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

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

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

"County" shall mean the County of Santa Barbara.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 ENGAGEMENT; STANDARDS OF PERFORMANCE

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

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

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

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

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

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

2.6 Project Accounts. DignityMoves shall establish one or more bank accounts (the "**Project Account(s)**") with banks designated by DignityMoves, and shall cause to be deposited into such Project Accounts all California Encampment Resolution Funding received by DignityMoves upon DignityMoves's receipt of such funding. DignityMoves may issue checks or make withdrawals from such Project Accounts for authorized expenditures, all as set forth in the Development Budget, as necessary for DignityMoves to perform its duties and responsibilities hereunder in accordance with the provisions of the Project Documents and in compliance with all California Encampment Resolution Funding Program requirements.

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

2.8 Term. The term of this Agreement shall commence as of the Effective Date and shall terminate upon Substantial Completion (as such term is defined in the Lease) of the Project.

ARTICLE 3 PERFORMANCE OF THE DEVELOPMENT WORK

3.1.1 Development Budget, Development Schedule and Development Plan. The Development Schedule and Development Plan shall be provided to the County prior to commencing construction. Any amendments to the Development Schedule and Development Plan shall be promptly delivered to the County. DignityMoves shall proceed with diligence to perform the Development Work in accordance with the Development Plan, the Development Schedule, the Plans and Specifications, and the Development Budget.

3.1.2 Delay. If any delay in completion of the Development Work in accordance with the Development Schedule (or other applicable time period as specified herein) occurs due to a Force Majeure Event, the time for such performance shall be extended for a period equal to the period of such Unavoidable Delay. Promptly after DignityMoves becomes aware that (i) any action or performance set forth in the Development Schedule will be materially delayed beyond the start or completion date that is specified for such action or performance in the

Development Schedule or (ii) any changes to the Development Plan are necessary or advisable, and at such other times as the County may reasonably request, DignityMoves shall furnish to County proposed additional or revised schedules with variance explanations and/or revisions to the Development Plan and/or Development Schedule.

3.2 Responsibilities of DignityMoves.

3.2.1 General Responsibility. DignityMoves's general responsibility hereunder as development manager shall be to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Development Work, and to take such actions as necessary to perform the Services and its other obligations hereunder in accordance with the provisions of the Project Documents, and as County may reasonably request within the scope of DignityMoves's responsibilities under this Agreement. DignityMoves will be required to make continuous inspections of the Development Work and supervise the means, methods, and techniques of construction, regardless of whether such Development Work is performed by DignityMoves directly or by Third Parties. In furtherance of the foregoing, the Improvements shall consist of the following: a [90]-unit temporary interim supportive housing site constructed with modular units, which shall be rooms for habitation by individuals and couples, common bathrooms, administrative offices, dining facilities, laundry and storage. Additionally, there will be one or more designated smoking areas and on-site parking.

3.2.2 Project Approvals. DignityMoves shall be solely responsible for procuring Entitlements. DignityMoves shall ensure that the Project is developed in accordance with the terms and conditions of this Agreement, and in compliance with the terms and conditions of the Ground Lease, the Development Subrecipient Agreement, and all Entitlements. DignityMoves shall expeditiously comply with County's requests with respect to the processing and procurement of any permits and approvals necessary for development of the Project on the Property.

3.2.3 Construction Plans. Within sixty (60) days after the Effective Date, DignityMoves shall engage the Architect to prepare construction plans for the Project (the "**Construction Plans**") and, together with the Architect and such Consultant(s) and Subcontractor(s) as are determined by DignityMoves to be necessary, cause to be prepared all necessary permit applications for review and approval by the County. The County shall promptly review any Construction Plans or other submittals provided by DignityMoves and provide comments thereon within five (5) Business Days of County's receipt of same, to the extent reasonably practicable. DignityMoves shall direct the Architect and all Subcontractors and Consultants, if any, to submit to County each subsequent revision of such document(s) within thirty (30) days of County's delivery of such documents to DignityMoves, to the extent reasonably practicable. As used herein "**Construction Plans**" means all construction documents upon which DignityMoves, the Architect, Contractor and any Subcontractors or Consultants shall rely in constructing the Project, and shall include, without limitation, the Plans and Specifications, Development Plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans and any modifications thereto shall be based upon the approvals issued by the County for the Project, and shall not materially deviate therefrom without the express prior written consent of County.

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

3.2.5 Development Schedule. DignityMoves shall cause development of the Project to be commenced within three (3) business days of securing all permits required for the development of the Project. DignityMoves shall cause development of the Project to be diligently performed to completion sufficient to allow County to issue final certificates of occupancy for the Project on or before the date that is sixty (60) days after issuance of temporary certificates of occupancy. Notwithstanding the foregoing, DignityMoves shall pursue, and the County shall reasonably cooperate with DignityMoves's pursuit of, a temporary certificate of occupancy, pursuant to which the Project may be occupied prior to issuance of final certificates of occupancy.

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

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

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

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

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

3.4 Approvals and Consents of County. If at any time DignityMoves requests the approval of County with respect to any matter relating to the Project, County shall provide

such approval or disapproval within five (5) Business Days of receiving written notice of such request (as provided in Section 11.4) from DignityMoves along with all documentation reasonably requested by County in connection with such request.

ARTICLE 4 AUTHORITY OF DEVELOPMENT MANAGER

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

ARTICLE 5 PROGRESS MEETINGS

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

ARTICLE 6 INSURANCE

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

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

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

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

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

to work at the Project other than the corporate officers and employees of the DignityMoves housed at the DignityMoves's corporate offices.

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

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

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

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

6.8 County's Insurance.

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

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

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

ARTICLE 7 COMPENSATION OF DEVELOPMENT MANAGER

DignityMoves is a non-profit entity and intends to perform the services contemplated hereunder without fee compensation, but shall be entitled to pay and/or seek reimbursement from the Funding (and such additional funding sources as the Parties may identify and secure) of its incurred expenses and costs in the amounts indicated for such purposes on the Project Budget. Amounts remaining undisbursed in the Project Accounts, except for any California Encampment Resolution Funding, upon final completion of the Project shall be distributable to DignityMoves.

**ARTICLE 8
FUNDING FOR PROJECT**

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

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

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

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

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

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

**ARTICLE 9
REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.17 Assignment. DignityMoves shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, the Property, the Premises, the Improvements, or any of DignityMoves' rights or obligations herein or hereunder, or license or sublease the Property, Premises, Improvements, or any part thereof, or any right or privilege

appurtenant thereto, other than to Service Provider pursuant to the Use Agreement, without County's prior written consent in each instance. Consent by County to any one such assignment, transfer, license or sublease shall not be deemed to constitute consent to any subsequent assignment, transfer, license or sublease. Any assignment, transfer, license or sublease made contrary to this Section 10.17 shall be null and void at the election of County, in County's sole discretion.

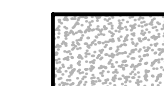
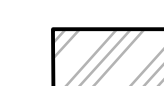


[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT A
PROPERTY

EXHIBIT B

PREMISES

PAVING LEGEND

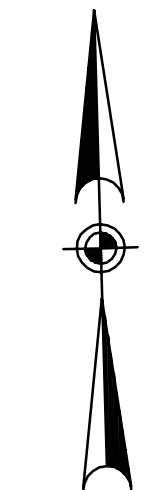
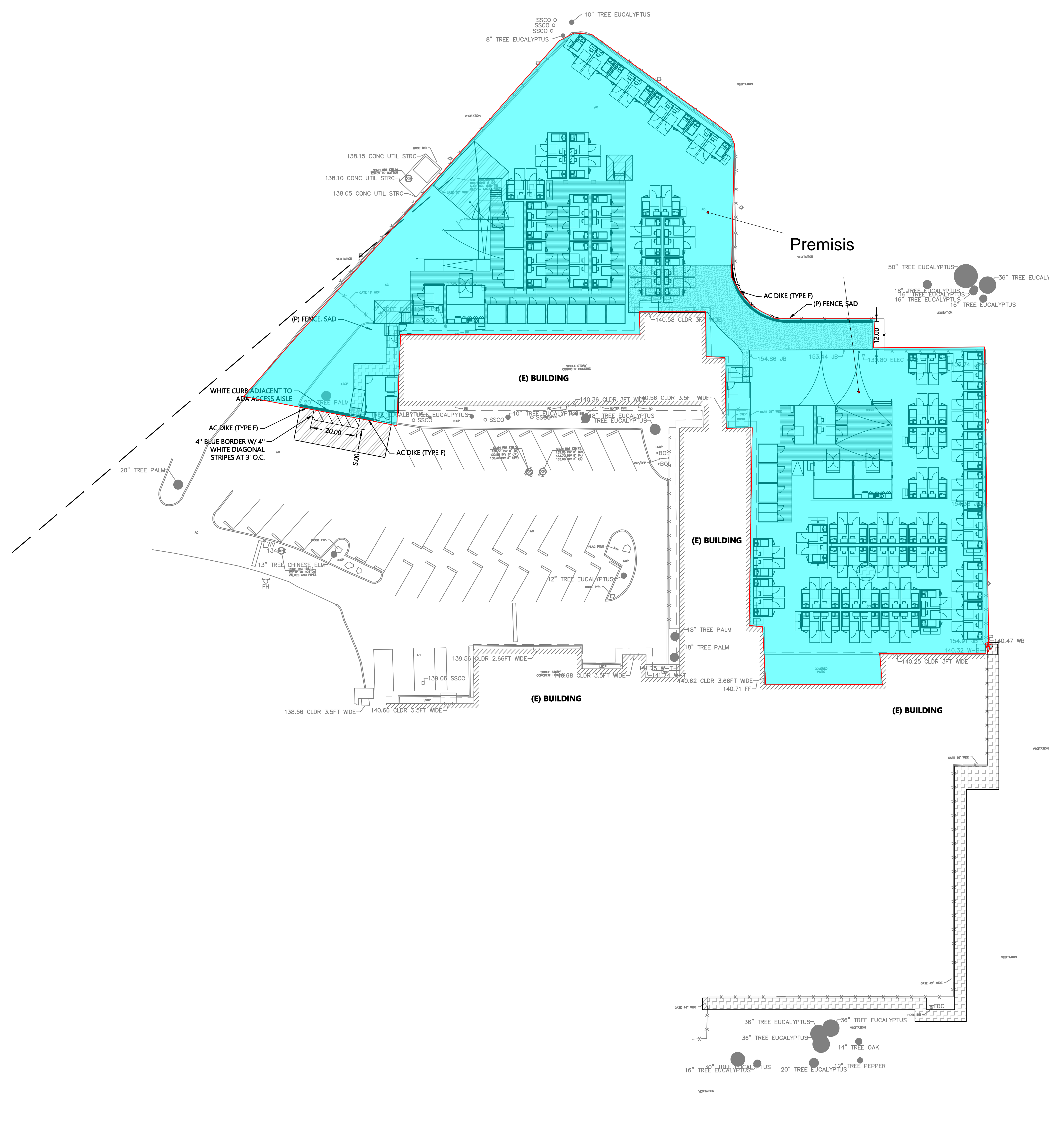
-  AC PAVING
3" MIN. AC/10" MIN. CLASS II AB/PREPARED
SUBGRADE (T. 5.0, R = 5)
-  COLD PLANE AND AC OVERLAY
COLD PLANE 2" AC
2" MIN AC OVERLAY
-  CONCRETE PAVING (PEDESTRIAN)
4" CONC/4" CLASS 2 AB COMPACTED TO 95%
-  DEEP LIFT AC
12" DEPTH

PAVING NOTES:

1. SITE R-VALUE OF 5 IS ASSUMED. PROPOSED SITE PAVEMENT SECTIONS TO BE DETERMINED BY THE GEOTECHNICAL ENGINEER.

SIGNING & STRIPING NOTES

1. LOCATIONS OF EXISTING SIGNS, STRIPING, AND PAVEMENT MARKERS ARE APPROXIMATE ONLY. NEW ROADSIDE SIGNS SHALL CONFORM TO THE LATEST PROVISIONS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND THE PROJECT SPECIFICATIONS.
2. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM THE OWNER.
3. ALL CONFLICTING STRIPING, PAVEMENT MARKERS, AND PAVEMENT MARKINGS SHALL BE REMOVED AS REQUIRED.
4. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.



PAGE TURN 3/22/2023

Date	Description
03/31/2023	ISSUE FOR PERMIT

AHJ Stamps

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dignity Moves - La Posada

Project Number
20221726-10

Description
HORIZONTAL CONTROL, PAVING, SIGNING AND STRIPING PLAN

Scale
1"=20'

C5.00

EXHIBIT C

DEVELOPMENT SUBRECIPIENT AGREEMENT

(attached)

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

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

I. SCOPE OF SERVICES

A. General

All services under this Agreement shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services shall be provided under the supervision of SUBRECIPIENT’s Executive Director who shall ensure that the background and

qualifications of SUBRECIPIENT's and subcontractors' staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

B. Services

1. Eligible Activities

This agreement is for the SUBRECIPIENT to provide construction and development of modular interim supportive temporary housing units and related facilities for interim housing. Activities funded by this Agreement are limited to the program components and eligible activities as described in the Scope of Services attached hereto as Exhibit A and incorporated herein. Services shall be provided under the supervision of SUBRECIPIENT's Executive Director, who shall ensure that the background and qualifications of SUBRECIPIENT's and subcontractors' staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable. All activities shall operate in a manner consistent with the requirements of Housing First as set forth in Welfare and Institutions Code sections 8255 et seq.

2. Services to be Provided

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

C. Staffing

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

All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that SUBRECIPIENT shall comply with, and the Services to be performed shall conform to, (i) the requirements of this Agreement, (ii) all applicable federal, state and local laws, rules, and regulations, including, but not limited to, those that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the County, SUBRECIPIENT, and all eligible activities hereunder, (iii) CERF Program Guidelines, and (iv) the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are required to practice their professions and to perform the Services, including, but not limited to, those necessary to perform design, construction, or operation and maintenance of the deliverables required of SUBRECIPIENT hereunder and under that certain Development Management Agreement by and between COUNTY and SUBRECIPIENT dated on or about the date hereof ("DMA") and that certain Ground Lease by and between COUNTY and SUBRECIPIENT dated on or about the date hereof ("Ground Lease" and, together with this Agreement and the DMA, collectively, the "Project Documents"). SUBRECIPIENT shall provide copies of permits and approvals to Cal ICH upon request.

D. Levels of Accomplishment – Goals and Performance Measures

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

E. Performance Monitoring

SUBRECIPIENT shall provide all Services in a manner satisfactory to COUNTY, including, but not limited to, meeting all performance measures outlined in this Agreement. In addition, COUNTY shall review the performance of SUBRECIPIENT in accord with the applicable provisions of the CERF Program Guidelines and all CERF implementing regulations, guidance, and rules. COUNTY shall monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY of such breach, contract suspension or termination procedures may be initiated by COUNTY pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

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

II. TERM

A. Term and Time of Performance

The term of this Agreement shall begin on May 16, 2023 ("Effective Date"), and shall terminate on June 30, 2023, subject to annual COUNTY appropriations and budget approval, unless suspended or terminated earlier, or there are no CERF funds available to the COUNTY for any reason (the "Term"). All work to be performed hereunder as described in the Scope of Services and that is funded with CERF funds may commence on the Effective Date, and shall be completed by June 30, 2023 (the "Award Time of Performance"). Any funds not expended by June 30, 2023 shall no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY.

B. Close-outs

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

III. BUDGET

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

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

IV. PAYMENT

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

V. NOTICES

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

Notices and other written communications concerning this Agreement shall be directed to the Parties' respective representatives as follows:

COUNTY

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

SUBRECIPIENT

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

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of the CERF Program, including the statutes set forth in Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50250-50254, Program guidelines, Welfare and Institutions Code 8255 et seq., and additional regulations and program guidance as may be applicable from time to time. In addition, SUBRECIPIENT agrees to comply with the terms of the award, Title 25 of the California Code of Regulations (CCR), Sections 8400 et seq. ("State Regulations"), attached hereto as Exhibit D and incorporated herein, including the grant agreement, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the CERF funds. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact

as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending CERF funds provided under this Agreement.

B. Independent Contractor

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

C. Insurance and Indemnification

SUBRECIPIENT shall maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by SUBRECIPIENT, and shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto as Exhibit C and incorporated herein by this reference.

D. Workers' Compensation

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

E. Changes or Amendments

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

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

1. The Director may approve administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts,

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

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or state regulations or CERF Program Requirements including, but not limited to, the grant agreement, applications, or notices of award or any terms of the Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices, or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of CERF funds provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermine the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

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

1. Termination by COUNTY

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

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments during the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may, by written notice to Subrecipient, terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

This Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial

termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, COUNTY may terminate the Agreement in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. In the event that SUBRECIPIENT ceases or intends to cease to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
5. If State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of award, any applicable term of this Agreement, or any applicable law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy, or as may become applicable at any time, SUBRECIPIENT shall promptly fully and completely reimburse COUNTY in the total amount of such disallowed payments.

G. STATE and COUNTY Enforcement of CERF Program Requirements

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

4. Procurement

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

5. Travel

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

B. Documentation and Record Keeping

1. Records to Be Maintained

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

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State laws including, but not limited to, the CERF and its related implementing regulations, guidance, and rules, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records supporting disbursements of CERF funds for the performance of eligible activities;
- d. Records supporting the sources of costs expended for eligible activities under the CERF Program;
- e. Financial records as required by the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto; and
- f. Other records necessary to document compliance with applicable state and federal requirements.

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.

b. SUBRECIPIENT shall participate in the Homeless Management Information System and follow all relevant policies and procedures.

3. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds from the Agreement under which a program participant was served are expended and the final payment for eligible expenses has been submitted to COUNTY by SUBRECIPIENT and has been paid by COUNTY. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, State, and Federal governments or any of their authorized representatives, at any time upon reasonable notice during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts, or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021) and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto, and current COUNTY policy and requirements concerning audits.

Since this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this

Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in all audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

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

7. Access to Records

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

C. Reports

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

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

B. Affirmative Action

1. Affirmative Outreach

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

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

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

3. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards Requirements

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

D. Conduct

1. Assignability

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

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. Hatch Act

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

4. Conflicts of Interest

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

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by CERF funds.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by CERF funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CERF -funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the CERF-funded activities, may obtain a financial interest

in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CERF-funded activity, or with respect to the proceeds derived from the CERF-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, SUBRECIPIENT, or any designated public agency.

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

5. Copyright

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

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

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

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

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

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

IX. ENVIRONMENTAL CONDITIONS

California Environmental Quality Act

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA’s requirements regarding the

Services. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA and completion by the State of all applicable review and approval requirements.

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

This Agreement, together with the other Project Documents, constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof and thereof. Each Party waives the future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

XX. PRECEDENCE

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

[Signatures on Following Pages]

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

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
George Chapjian
Director, Community Services

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

By: _____
Auditor-Controller

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: _____
Risk Manager

“SUBRECIPIENT”

DignityMoves La Posada LLC,
a California limited liability company

By: _____
Elizabeth Funk, Chief Executive Officer

EXHIBIT A

Scope of Services

State of CA Encampment Resolution Funding (CERF)

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

A. INTRODUCTION

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

B. PROJECT DESCRIPTION

1. Purpose

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

2. Services

a. General

SUBRECIPIENT shall provide up to 100 interim housing units for persons moving from encampments in the transit corridors in southern Santa Barbara County. As described in more detail in the DMA, SUBRECIPIENT shall perform Services as the development manager of the Project with respect to the Development Work, for the purpose of managing, arranging, supervising and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms and conditions of the Project Documents, including, but not limited to, (i) obtaining and preserving all Entitlements required from time to time for the Project, (ii) negotiating all Third Party Contracts necessary for the completion of the Project, if any, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, all within the Development Budget and Development Schedule as the same may be modified from time to time in accordance with the provisions of this Agreement, (vi) signing documents, agreements, purchase orders, subcontracts, change orders and other instruments and writings related to the Project, (vii) issuing payments in connection with the Development Work on checks drawn against the Project Account(s) (as such term is hereafter defined), and (viii) such other tasks as are necessary to perform or procure the Development Work.

b. Federal and State Regulatory Information

Activity	Federal Regulation	State Regulation
Interim Housing		Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq.
Emergency Shelter	24 CFR 576.102	25 CCR 8408 25 CCR 8409

3. Levels of Accomplishment

a. Goals

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

Interim Housing

	Goal
Total number of Units	90

b. Performance Measures

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

Interim Housing

	Goal
Total number of Units	90
Other performance measures as described in the DMA	

C. DATA COLLECTION AND REPORTING

1. **General**

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

EXHIBIT B

Payment Arrangements

State of CA Encampment Resolution Funding (CERF)

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

Reimbursement

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

EXHIBIT C
Indemnification and Insurance Requirements

INDEMNIFICATION

DIGNITY shall defend (with counsel reasonably approved by the COUNTY), indemnify and hold harmless the COUNTY and its officers, officials, agents, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments and liabilities arising out of this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly (collectively, "Claims"), including, but not limited to, the acts, errors or omissions of DIGNITY, its employees, agents, volunteers, contractors or invitees, other than in the event of a California Environmental Quality Act (CEQA) challenge or where such indemnification is prohibited by law; provided, however, that Claims shall not include any claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole or gross negligence or willful misconduct of the COUNTY or from the acts, errors or omissions of SERVICE PROVIDER, its employees, agents, volunteers, contractors or invitees.

NOTIFICATION OF INCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of DIGNITY including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to DIGNITY’S insurance at (least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, DIGNITY’S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of DIGNITY’S insurance and shall not contribute with it.

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

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

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. DIGNITY agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements shall not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ERF-10017

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Santa Barbara

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

3/31/2025

3. The maximum amount of this Agreement is:

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

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

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

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

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

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

CONTRACTOR

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

County of Santa Barbara

CONTRACTOR BUSINESS ADDRESS

123 E. Anapamu St. Suite 202

CITY

Santa Barbara

STATE

CA

ZIP

93101

PRINTED NAME OF PERSON SIGNING

George Chapjian

TITLE

Director, Community Services Department

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

 89FB8FFEF9E4F2...

DATE SIGNED

4/11/2022 | 11:09 AM PDT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ERF-10017

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) **Authority**

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

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

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

2) **Purpose**

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

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

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

3) **Definitions**

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

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

Additional definitions for the purposes of ERF program:

“Grantee” is synonymous with “Recipient”

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

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

4) **Scope of Work**

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

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

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

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

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

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

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

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

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

5) **Agency Contract Coordinator**

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

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

The Representatives during the term of this Agreement will be:

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

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

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

6) Effective Date, Term of Agreement, and Deadlines

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

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

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

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

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

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

e) **Expenditure Deadlines:**

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

7) **Special Conditions**

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

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

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

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

2) **Disbursement of Funds**

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

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

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

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

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

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

Budget Changes

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

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

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

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

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

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

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

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

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

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

4) **Ineligible Costs**

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

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


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

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

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

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

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

Initial Here 
Santa Barbara County
22-ERF-10017
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Unless expressly approved by Agency in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT C

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

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

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

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

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

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

b) Sufficiency of Funds

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

2) Transfers

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

3) Grantee's Application for Funds

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

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

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

a) **Reporting Requirements**

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

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

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

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

b) Evaluation

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

c) Auditing

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

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

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

5) **Inspection and Retention of Records**

a) **Record Inspection**

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

b) **Record Retention**

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

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

6) **Breach and Remedies**

a) **Breach of Agreement**

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

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

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

b) **Remedies for Breach of Agreement**

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

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

7) **Waivers**

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

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

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

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she

was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

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

10) **Drug-Free Workplace Certification**

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

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

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

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

11) Child Support Compliance Act

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

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

12) Special Conditions – Grantees/Subgrantee

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

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

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

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

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

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

14) **Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

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

of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

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

- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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

EXHIBIT D

DEVELOPMENT SUBRECIPIENT AGREEMENT

(attached)

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

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

I. SCOPE OF SERVICES

A. General

All services under this Agreement shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services shall be provided under the supervision of SUBRECIPIENT’s Executive Director who shall ensure that the background and

qualifications of SUBRECIPIENT's and subcontractors' staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

B. Services

1. Eligible Activities

This agreement is for the SUBRECIPIENT to provide construction and development of modular interim supportive temporary housing units and related facilities for interim housing. Activities funded by this Agreement are limited to the program components and eligible activities as described in the Scope of Services attached hereto as Exhibit A and incorporated herein. Services shall be provided under the supervision of SUBRECIPIENT's Executive Director, who shall ensure that the background and qualifications of SUBRECIPIENT's and subcontractors' staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable. All activities shall operate in a manner consistent with the requirements of Housing First as set forth in Welfare and Institutions Code sections 8255 et seq.

2. Services to be Provided

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

C. Staffing

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

All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that SUBRECIPIENT shall comply with, and the Services to be performed shall conform to, (i) the requirements of this Agreement, (ii) all applicable federal, state and local laws, rules, and regulations, including, but not limited to, those that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the County, SUBRECIPIENT, and all eligible activities hereunder, (iii) CERF Program Guidelines, and (iv) the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are required to practice their professions and to perform the Services, including, but not limited to, those necessary to perform design, construction, or operation and maintenance of the deliverables required of SUBRECIPIENT hereunder and under that certain Development Management Agreement by and between COUNTY and SUBRECIPIENT dated on or about the date hereof ("DMA") and that certain Ground Lease by and between COUNTY and SUBRECIPIENT dated on or about the date hereof ("Ground Lease" and, together with this Agreement and the DMA, collectively, the "Project Documents"). SUBRECIPIENT shall provide copies of permits and approvals to Cal ICH upon request.

D. Levels of Accomplishment – Goals and Performance Measures

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

E. Performance Monitoring

SUBRECIPIENT shall provide all Services in a manner satisfactory to COUNTY, including, but not limited to, meeting all performance measures outlined in this Agreement. In addition, COUNTY shall review the performance of SUBRECIPIENT in accord with the applicable provisions of the CERF Program Guidelines and all CERF implementing regulations, guidance, and rules. COUNTY shall monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY of such breach, contract suspension or termination procedures may be initiated by COUNTY pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

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

II. TERM

A. Term and Time of Performance

The term of this Agreement shall begin on May 16, 2023 ("Effective Date"), and shall terminate on June 30, 2023, subject to annual COUNTY appropriations and budget approval, unless suspended or terminated earlier, or there are no CERF funds available to the COUNTY for any reason (the "Term"). All work to be performed hereunder as described in the Scope of Services and that is funded with CERF funds may commence on the Effective Date, and shall be completed by June 30, 2023 (the "Award Time of Performance"). Any funds not expended by June 30, 2023 shall no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY.

B. Close-outs

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

III. BUDGET

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

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

IV. PAYMENT

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

V. NOTICES

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

Notices and other written communications concerning this Agreement shall be directed to the Parties' respective representatives as follows:

COUNTY

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

SUBRECIPIENT

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

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of the CERF Program, including the statutes set forth in Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50250-50254, Program guidelines, Welfare and Institutions Code 8255 et seq., and additional regulations and program guidance as may be applicable from time to time. In addition, SUBRECIPIENT agrees to comply with the terms of the award, Title 25 of the California Code of Regulations (CCR), Sections 8400 et seq. ("State Regulations"), attached hereto as Exhibit D and incorporated herein, including the grant agreement, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the CERF funds. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact

as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending CERF funds provided under this Agreement.

B. Independent Contractor

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

C. Insurance and Indemnification

SUBRECIPIENT shall maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by SUBRECIPIENT, and shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto as Exhibit C and incorporated herein by this reference.

D. Workers' Compensation

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

E. Changes or Amendments

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

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

1. The Director may approve administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts,

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

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or state regulations or CERF Program Requirements including, but not limited to, the grant agreement, applications, or notices of award or any terms of the Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices, or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of CERF funds provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermine the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

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

1. Termination by COUNTY

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

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments during the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may, by written notice to Subrecipient, terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

This Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial

termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, COUNTY may terminate the Agreement in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. In the event that SUBRECIPIENT ceases or intends to cease to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
5. If State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of award, any applicable term of this Agreement, or any applicable law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy, or as may become applicable at any time, SUBRECIPIENT shall promptly fully and completely reimburse COUNTY in the total amount of such disallowed payments.

G. STATE and COUNTY Enforcement of CERF Program Requirements

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

4. Procurement

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

5. Travel

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

B. Documentation and Record Keeping

1. Records to Be Maintained

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

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State laws including, but not limited to, the CERF and its related implementing regulations, guidance, and rules, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records supporting disbursements of CERF funds for the performance of eligible activities;
- d. Records supporting the sources of costs expended for eligible activities under the CERF Program;
- e. Financial records as required by the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto; and
- f. Other records necessary to document compliance with applicable state and federal requirements.

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.

b. SUBRECIPIENT shall participate in the Homeless Management Information System and follow all relevant policies and procedures.

3. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds from the Agreement under which a program participant was served are expended and the final payment for eligible expenses has been submitted to COUNTY by SUBRECIPIENT and has been paid by COUNTY. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, State, and Federal governments or any of their authorized representatives, at any time upon reasonable notice during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts, or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021) and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto, and current COUNTY policy and requirements concerning audits.

Since this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this

Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in all audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

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

7. Access to Records

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

C. Reports

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

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

B. Affirmative Action

1. Affirmative Outreach

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

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

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

3. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards Requirements

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

D. Conduct

1. Assignability

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

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. Hatch Act

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

4. Conflicts of Interest

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

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by CERF funds.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by CERF funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CERF -funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the CERF-funded activities, may obtain a financial interest

in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CERF-funded activity, or with respect to the proceeds derived from the CERF-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, SUBRECIPIENT, or any designated public agency.

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

5. Copyright

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

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

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

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

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

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

IX. ENVIRONMENTAL CONDITIONS

California Environmental Quality Act

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA’s requirements regarding the

Services. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA and completion by the State of all applicable review and approval requirements.

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

This Agreement, together with the other Project Documents, constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof and thereof. Each Party waives the future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

XX. PRECEDENCE

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

[Signatures on Following Pages]

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

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
George Chapjian
Director, Community Services

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

By: _____
Auditor-Controller

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: _____
Risk Manager

“SUBRECIPIENT”

DignityMoves La Posada LLC,
a California limited liability company

By: _____
Elizabeth Funk, Chief Executive Officer

EXHIBIT A

Scope of Services

State of CA Encampment Resolution Funding (CERF)

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

A. INTRODUCTION

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

B. PROJECT DESCRIPTION

1. Purpose

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

2. Services

a. General

SUBRECIPIENT shall provide up to 100 interim housing units for persons moving from encampments in the transit corridors in southern Santa Barbara County. As described in more detail in the DMA, SUBRECIPIENT shall perform Services as the development manager of the Project with respect to the Development Work, for the purpose of managing, arranging, supervising and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms and conditions of the Project Documents, including, but not limited to, (i) obtaining and preserving all Entitlements required from time to time for the Project, (ii) negotiating all Third Party Contracts necessary for the completion of the Project, if any, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, all within the Development Budget and Development Schedule as the same may be modified from time to time in accordance with the provisions of this Agreement, (vi) signing documents, agreements, purchase orders, subcontracts, change orders and other instruments and writings related to the Project, (vii) issuing payments in connection with the Development Work on checks drawn against the Project Account(s) (as such term is hereafter defined), and (viii) such other tasks as are necessary to perform or procure the Development Work.

b. Federal and State Regulatory Information

Activity	Federal Regulation	State Regulation
Interim Housing		Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq.
Emergency Shelter	24 CFR 576.102	25 CCR 8408 25 CCR 8409

3. Levels of Accomplishment

a. Goals

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

Interim Housing

	Goal
Total number of Units	90

b. Performance Measures

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

Interim Housing

	Goal
Total number of Units	90
Other performance measures as described in the DMA	

C. DATA COLLECTION AND REPORTING

1. **General**

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

EXHIBIT B

Payment Arrangements

State of CA Encampment Resolution Funding (CERF)

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

Reimbursement

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

EXHIBIT C
Indemnification and Insurance Requirements

INDEMNIFICATION

DIGNITY shall defend (with counsel reasonably approved by the COUNTY), indemnify and hold harmless the COUNTY and its officers, officials, agents, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments and liabilities arising out of this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly (collectively, "Claims"), including, but not limited to, the acts, errors or omissions of DIGNITY, its employees, agents, volunteers, contractors or invitees, other than in the event of a California Environmental Quality Act (CEQA) challenge or where such indemnification is prohibited by law; provided, however, that Claims shall not include any claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole or gross negligence or willful misconduct of the COUNTY or from the acts, errors or omissions of SERVICE PROVIDER, its employees, agents, volunteers, contractors or invitees.

NOTIFICATION OF INCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of DIGNITY including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to DIGNITY’S insurance at (least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, DIGNITY’S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of DIGNITY’S insurance and shall not contribute with it.

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

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

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. DIGNITY agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements shall not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ERF-10017

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Santa Barbara

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

3/31/2025

3. The maximum amount of this Agreement is:

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

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

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

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

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

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

CONTRACTOR

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

County of Santa Barbara

CONTRACTOR BUSINESS ADDRESS

123 E. Anapamu St. Suite 202

CITY

Santa Barbara

STATE

CA

ZIP

93101

PRINTED NAME OF PERSON SIGNING

George Chapjian

TITLE

Director, Community Services Department

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

 89FB8FFEF9E4F2...

DATE SIGNED

4/11/2022 | 11:09 AM PDT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ERF-10017

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) **Authority**

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

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

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

2) **Purpose**

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

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

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

3) **Definitions**

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

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

Additional definitions for the purposes of ERF program:

“Grantee” is synonymous with “Recipient”

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

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

4) **Scope of Work**

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

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

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

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

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

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

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

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

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

5) **Agency Contract Coordinator**

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

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

The Representatives during the term of this Agreement will be:

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

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

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

6) Effective Date, Term of Agreement, and Deadlines

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

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

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

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

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

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

e) **Expenditure Deadlines:**

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

7) **Special Conditions**

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

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

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

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

2) **Disbursement of Funds**

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

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

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

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

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

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

Budget Changes

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

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

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

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

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

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

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

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

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

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

4) **Ineligible Costs**

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

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


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

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

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

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

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

Initial Here 
Santa Barbara County
22-ERF-10017
Page 9 of 22

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

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT C

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

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

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

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

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

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

b) Sufficiency of Funds

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

2) Transfers

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

3) Grantee's Application for Funds

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

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

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

a) **Reporting Requirements**

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

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

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

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

b) Evaluation

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

c) Auditing

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

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

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

5) **Inspection and Retention of Records**

a) **Record Inspection**

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

b) **Record Retention**

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

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

6) **Breach and Remedies**

a) **Breach of Agreement**

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

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

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

b) **Remedies for Breach of Agreement**

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

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

7) **Waivers**

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

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

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

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she

was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

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

10) **Drug-Free Workplace Certification**

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

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

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

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

11) Child Support Compliance Act

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

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

12) Special Conditions – Grantees/Subgrantee

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

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

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

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

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

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

14) **Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

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

of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Encampment Resolution Funding Program
Standard Agreement**

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

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

- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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

EXHIBIT E

USE AGREEMENT

(attached)

USE AGREEMENT

BETWEEN

[Service Provider]

AND

DignityMoves La Posada LLC
a California limited liability company

FOR

La Posada
APNs 061-040-012 and 061-040-024
Santa Barbara, California 93110

USE AGREEMENT

THIS USE AGREEMENT (the “**Agreement**”) is entered into by [Service Provider] (“**Service Provider**”), and DignityMoves La Posada LLC, a California limited liability company (“**DignityMoves**”, and collectively with Service Provider, the “**Parties**” and each individually a “**Party**”), as of May ____, 2023 (the “**Effective Date**”), with reference to the following:

RECITALS

A. DignityMoves is constructing an interim supportive housing development for unhoused individuals (“**Project**”) consisting of 90 modular housing units (the “**Units**”), common areas, wet areas (located in the common area), and administrative offices and service areas.

B. The County of Santa Barbara (the “**County**”) is the fee owner of that certain improved parcel of land in the unincorporated County of Santa Barbara, more particularly described as County Assessor’s Parcel Number 061-040-012 and 061-040-024, and legally described and depicted on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

C. The Project will be constructed on a portion of the Property described and depicted on **Exhibit B** attached hereto and incorporated herein (the “**Premises**”).

D. In order to facilitate the construction by DignityMoves and maintenance by Service Provider of the Project, County (as ground lessor), and DignityMoves (as ground lessee) have entered into that certain Ground Lease Agreement dated on or about the date hereof (“**Lease**”), pursuant to which DignityMoves is leasing from County the Premises, and that certain Development Management Agreement by and between DignityMoves and County dated on or about the date hereof (“**Development Management Agreement**”).

E. The County intends to enter into that certain Subrecipient Agreement with Service Provider providing for Service Provider’s operation of the Project once the Project is constructed.

F. DignityMoves desires that Service Provider provide certain services on the Premises in connection with the construction of the Project by DignityMoves and, after issuance of a temporary certificate of occupancy for the Project (at which point Service Provider will become the primary Project operator), assume responsibility for maintaining the Units as more particularly described herein.

G. In furtherance of the Lease and the Development Management Agreement, DignityMoves agreed to manage and procure the construction and development of the Project, including by entering into and administering a construction contract (the “**Construction Contract**”) with a California licensed general contractor (“**General Contractor**”) and other contracts with architects, engineers and other consultants and contractors (collectively, the “**Construction Services**”).

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as

follows:

1. Construction Services. Except as otherwise determined and implemented by the County, DignityMoves will perform the Construction Services without direct supervision. DignityMoves shall promptly notify Service Provider and County in writing of any cessations or delays in construction.

2. Duty to Inform. Each of DignityMoves and Service Provider shall keep the other reasonably informed during the Term of this Agreement, including, without limitation, as to the status and performance of services described herein and providing, promptly following receipt, copies of any material notice or correspondence relating to the Project or the Property received by a Party from any governmental agency that has not otherwise been delivered directly to the other Party.

3. Substantial Completion; Inspection; Punch List Items. DignityMoves shall promptly notify Service Provider in writing of Substantial Completion of the Project and, for a period of up to ten (10) days after receiving such notice, Service Provider shall have the right to inspect the Project and notify DignityMoves of any defects or items that do not conform to the County-approved Construction Plans (as defined in the Development Management Agreement) for the Project (“Defects”); provided, however, that Service Provider shall be deemed to have completed its inspection of and accepted possession of any Unit upon such Unit being occupied pursuant to an agreement between such occupant and Service Provider. Any such Defects of which Service Provider timely notifies DignityMoves, collectively with minor punch list items, shall be referred to herein as “**Punch List Items**”. DignityMoves shall use commercially reasonable efforts to cause all Punch List Items to be resolved within forty-five (45) days after Substantial Completion. DignityMoves reserves the right to reasonably restrict access to any portion of the Project that contains Punch List Items requiring remedy to the extent that such Punch List Items constitute health or safety hazards. As used in this Agreement, “**Substantial Completion**” means the temporary certificate of occupancy for the Project has been issued by the County, and “**Completion**” means any and all punch list items remaining to be performed at Substantial Completion of the Project have been completed and a final Certificate of Occupancy for the Project has been issued by the County.

4. Assignment of Warranties. DignityMoves shall, as of Completion of the Project, assign and deliver to Service Provider all warranties applicable to the Project or any components thereof (“**Warranties**”). From and after Completion of the Project, Service Provider shall assume responsibility for directly enforcing all Warranties during the Term of this Agreement.

5. Service Provider Obligations; Parking.

(a) Except for Punch List Items (to be addressed as set forth in Section 3, above), Service Provider shall, from and after Substantial Completion, assume responsibility for promptly repairing, replacing and maintaining the Units and the Project to the reasonable satisfaction of DignityMoves and in all cases with no less than the standard of care an ordinarily prudent operator in the State of California would use to operate a newly constructed facility used to provide housing to previously unhoused individuals.

(b) Service Provider shall be solely responsible at its sole cost for furnishing the Units and Project and ensuring the same are supplied with consumable goods (e.g., soap, shampoo, and toilet paper) and with all necessary and desired utilities, including, but not limited to, all natural gas, heat, electricity, sewer service, telephone, internet, water, refuse disposal, and other services and utilities (collectively, "Utilities"). Service Provider shall take all such actions as are necessary to maintain the Units and Project in good, fully functioning, clean, safe and secure condition, and shall not allow the use of any portion of the Project that is not in such condition.

(c) From and after Substantial Completion, Service Provider shall pay when due all charges for all Utilities.

(d) Service Provider hereby accepts responsibility for: (a) the use of the Premises by Service Provider and its employees, tenants, invitees, agents, volunteers, and contractors; (b) waste and nuisance committed or permitted upon the Premises by Service Provider and its employees, tenants, invitees, agents, volunteers and contractors; and (c) supervising the use of and access to the Units and Project.

(e) From and after Substantial Completion, Service Provider hereby expressly assumes responsibility, at its sole costs and expense, for maintaining the Premises and Improvements (as such term is defined in the Lease) in a neat, clean, and safe and sanitary condition, and making all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary, and extraordinary, and foreseen and unforeseen.

From and after Substantial Completion, Service Provider shall not permit any material waste of the Premises, and shall keep the entire Premises substantially free of any accumulation of rubbish.

(f) Service Provider hereby accepts responsibility on behalf of itself and its employees, tenants, invitees, agents, volunteers, and contractors for at all times conducting its business in a professional, quiet and orderly manner to the satisfaction of the County. Service Provider shall not use, nor permit those under its control, including, but not limited to, its employees, tenants, invitees, agents, volunteers and contractors to use any portion of the Premises in any way that creates a nuisance or waste, or that interferes with any other portion of the Property or properties adjacent to the Property, or with the County's ownership of or title to the Property, or with County's lawful use of the Property or any of County's other property.

(g) Service Provider hereby accepts responsibility on behalf of itself and its agents, employees, invitees, volunteers and designees for the release of Hazardous Materials by itself and its agents, invitees, volunteers, or designees. As used in the foregoing sentence, "Hazardous Materials" means any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended including, without limitation, any material or substance which is: (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State

Laws; (b) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or equivalent State Laws; (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) or equivalent State Laws; (d) petroleum; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and (i) petroleum products.

(h) Service Provider hereby accepts responsibility for promptly paying and discharging all taxes and assessments, including special assessments and possessory interest taxes, if any, which may be levied upon or by reason of the operations of Service Provider on the Premises.

(i) Service Provider and its employees, tenants, invitees, agents, volunteers, clients and contractors may use the parking spaces shaded on the map attached hereto as Exhibit D on an unreserved, first-come, first-served basis, and shall not use any other parking spaces on the Property.

6. DignityMoves Right to Inspect. DignityMoves shall have the right, upon no less than three (3) days' notice to Service Provider, but in all cases subject to the rights of occupants of the Project, to inspect any portion of the Project, including the condition of the Units and other improvements. Service Provider acknowledges that the County likewise retains inspection rights with respect to the Premises and the Project, pursuant to the Lease.

7. Ownership of Units. DignityMoves shall retain ownership of the Units in which Project Occupants are housed, and shall be entitled to remove (subject to County approval), decommission and/or restrict access to any Units, including in the case of an Event of Default hereunder.

8. Surrender of Units. Upon any cessation of the Project's existence or implementation by DignityMoves of any plan, with the consent of the County, to remove any one or more Units from the Premises, Service Provider shall ensure that any Units subject to removal are surrendered free of personal property, professionally cleaned, and in the condition in which the same existed at Substantial Completion (or, for any Units containing Punch List Items, at Completion), ordinary wear and tear excepted.

9. Recognition. Each Party shall take reasonable measures to cause the other Party to be recognized in press releases and other public messaging regarding the Project. No Party shall cause the other to be represented in a negative or disparaging manner.

10. Non-Exclusivity. DignityMoves and Service Provider each agree to, and that the other may, work with and provide consulting services to any other person or entity, provided such work and/or services do not conflict with or unreasonably interfere with the performance of such Party's obligations hereunder.

11. Disclaimers. Service Provider acknowledges that (i) DignityMoves is not, and does not have the expertise of, a licensed general contractor or of an architect, engineer or other design professional, but is experienced in overseeing such professionals; (ii) DignityMoves will not be responsible for the Project design or the content of any of the construction documents, or for construction means, methods, techniques, sequences, or procedures employed by architects or contractors, or for the direct performance by the architects or contractors under their respective contracts (but will perform oversight of architects and the general contractor); (iii) in no event shall DignityMoves's review of matters submitted by any architects or contractors or consultants constitute a representation or warranty on behalf of DignityMoves that such matters are prepared in accordance with legal requirements applicable to the construction, equipping or operation of the Project and DignityMoves makes no warranty, express or implied, that the construction, furnishing and equipping of the Project will be in compliance with the construction documents or applicable legal requirements; (iv) DignityMoves is not providing design services in connection with the performance of its duties hereunder and DignityMoves is not providing design professional personnel in connection with the Construction Services; (v) DignityMoves does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by Service Provider on behalf of the County or from any cost, estimate, or evaluation prepared by DignityMoves; (vi) nothing in this Agreement shall obligate DignityMoves to advance funds on behalf of the County or to perform duties for which insufficient funds are available and provided; and (vii) DignityMoves makes no representations or warranties with respect to the construction of the Project.

12. Insurance. DignityMoves shall maintain during the performance of the Construction Services and during the Term (as such term is defined in the Lease) of the Lease, the coverages set forth in the Lease, including exhibits thereto. Service Provider shall maintain during its management of the operations of the Project, the minimum insurance coverages described in **Exhibit C** attached hereto and incorporated herein.

13. Indemnification. DignityMoves shall defend (with counsel reasonably approved by Service Provider), indemnify and hold harmless Service Provider and its officers, officials, agents, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees and costs), judgments and liabilities relating to this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly (collectively, "Claims"), including, but not limited to, the acts, errors or omissions of DignityMoves, its employees, agents, volunteers, contractors or invitees, other than in the event of a California Environmental Quality Act challenge or where such indemnification is prohibited by law; provided, however, that Claims indemnified pursuant to the foregoing shall not include claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole or gross negligence or willful misconduct of Service Provider. Service Provider shall defend (with counsel reasonably approved by DignityMoves), indemnify and hold harmless DignityMoves, its member(s), manager(s) and their respective employees, officers, directors, agents, representatives, affiliates, successors and assigns from and against any and all Claims of any nature whatsoever, arising out of, in connection with or incidental to: (i) the gross negligence or willful misconduct of Service Provider or any of its managers, officers, directors, separate contractors, agents or employees, (ii) the failure by Service Provider to comply with its obligations under this Agreement; (iii) any failure by Service Provider

to comply with any laws, statutes, ordinances, or regulations of any Governmental agency or authority except to the extent such compliance is the obligation of DignityMoves under a written agreement executed by DignityMoves; or (iv) work performed after termination of this Agreement and without DignityMoves's participation. Neither DignityMoves nor Service Provider shall be obligated to indemnify the other for any claims by Service Provider against DignityMoves or by DignityMoves against Service Provider. This Section 13 shall survive expiration or termination of this Agreement until actions against any person to be indemnified hereunder on account of any matter covered by this indemnity are barred by applicable statutes of limitations.

14. Independent Contractor. The Parties expressly agree that each of DignityMoves and Service Provider are independent contractors for all employment law purposes and neither is entitled to any employee benefits from the other such as group insurance, profit sharing or retirement benefits. Neither Party will contribute to unemployment insurance or provide workers' compensation for the other Party. This Agreement is not intended to, nor does it, create any employer-employee relationship, nor shall it be construed as creating any joint venture or partnership between Service Provider and DignityMoves.

15. Default. Either Party may terminate this Agreement, subject to the prior written consent of the County in each instance, upon the occurrence of any of the following: (a) the termination of the Lease or the Development Management Agreement prior to Completion of the Project; (b) the termination of Service Provider's operational services with respect to the Project; (b) the failure of the other Party to fulfill any material obligation under this Agreement ("Event of Default"), as set forth with specificity in a written notice of such Event of Default ("Default Notice"), provided that such failure, if subject to cure as set forth in such Default Notice, is not cured by the defaulting Party within fifteen (15) days of such Party's receipt of such Default Notice; (c) the filing of a petition for bankruptcy protection by or with respect to the other Party under the applicable laws affording such protection, which petition is not dismissed or discharged within 120 days following such filing; and/or (d) the charging and conviction of the other Party of criminal conduct related to the performance of its obligations hereunder. Upon the occurrence of an Event of Default, and the passage of any applicable cure or notice periods hereunder without cure, the non-defaulting Party shall have the right, subject to the prior written consent of the County, in a writing to the other Party, to terminate this Agreement, and cause the other Party to be replaced with another Party approved in advance by the County. In such event, the defaulting Party shall cooperate with the terminating Party and County in order to assign and transfer the defaulting Party's work and contracts relating to the Project (including this Agreement) as directed by County in a manner that provides for an efficient transition intended to minimize the harm to the Project caused by such termination and replacement of the defaulting Party.

16. Term. This Agreement shall commence upon the Effective Date and shall continue (unless assigned pursuant to Section 15, above) as long as both Parties, or their successors or assigns, retain an interest in and/or provide services to the Project.

17. Notices. Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing, and shall be deemed duly given or made upon the earlier of (i) personal delivery, or (ii) one (1) business day following its deposit with a

reputable overnight courier (such as FedEx) for overnight delivery, or (iii) three (3) business days after being mailed by prepaid registered or certified mail, return receipt requested, to the address for each Party set forth below, or (iv) upon delivery if delivery is made by email and the recipient confirms receipt completed before 5:00 p.m. California time on a business day, as evidenced by the transmission confirmation generated by the sending email system. Any Party, by written notice to the other Party in the manner herein provided, may designate an address different from that set forth below:

DignityMoves:

DignityMoves La Posada LLC
2406 Bush Street
San Francisco, CA 94115
Attention: Elizabeth Funk
Tel: 415-867-7397
Email: elizabeth@dignitymoves.org

Copy to: Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067
Attention: Diane De Felice, Esq.
Tel: 310.500.4613
Email: ddefelice@bhfs.com

Service Provider:

[Service Provider]

Attention: _____

Tel: (____) ____ - _____

Email: _____

Either party may, by written notice to the other, designate a different address to be substituted for the one specified above.

19. Governing Law; Dispute Resolution. This Agreement shall be governed and controlled by, and construed in accordance with, the law of the State of California as applied to transactions taking place wholly within California. All actions or proceedings based upon or arising out of or relating to this Agreement or the transactions contemplated hereby or thereby shall be brought and maintained only in a state or federal court in the County of Santa Barbara, and each Party consents to the exclusive jurisdiction and venue of any such court and hereby agrees that service of process may be made in the manner for giving notices as set forth in this Agreement and directed to the other Party at the addresses set forth in this Agreement. Each party to this Agreement agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party hereby expressly waives any and all rights that it may have to make any objections

based on jurisdiction or venue or to assert the doctrine of forum *non conveniens* to any action or proceeding brought in any such court in accordance with this provision.

20. Assignment. Except as provided in Section 15, above, neither Party shall assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement or any of such Party's rights or obligations hereunder without the other Party's prior written consent and the prior written consent of County in each instance.

21. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior and contemporaneous discussions between the Parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless mutually agreed to in writing and duly executed by each of Service Provider, the County, and DignityMoves.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same agreement. Electronically executed and/or delivered signature pages (whether via facsimile, pdf, DocuSign or otherwise) shall be valid as originals.

23. No Consequential or Punitive Damages. Notwithstanding anything to the contrary contained in this Agreement, except for Service Provider's obligation to indemnify DignityMoves for third-party claims for consequential and punitive damages pursuant to Section 13, above, DignityMoves and Service Provider shall in no other event be liable for consequential or punitive damages under this Agreement.

24. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision, to the extent invalid or unenforceable, shall be severed from this Agreement and such invalidity or unenforceability shall not affect any other provision of this Agreement, the balance of which shall remain in, and have its intended full force and effect.

25. Third Party Beneficiary. The County shall be a third-party beneficiary to the agreements made hereunder between DignityMoves, on the one hand, and Service Provider, on the other hand, and shall have the right to enforce such agreements directly, as if it were a party hereto, to the extent they may deem such enforcement necessary or advisable to protect the County's rights.

[Signatures follow.]

IN WITNESS WHEREOF, as of the Effective Date, each of Service Provider and DignityMoves have caused this Agreement to be duly executed on such Party's behalf by such Party's duly authorized representatives, as set forth below.

SERVICE PROVIDER:

[Service Provider]

By: _____
Name: _____
Title: _____

DIGNITYMOVES:

DIGNITYMOVES La Posada LLC,
a California limited liability company

By: _____
Elizabeth Funk, CEO

EXHIBIT A
DEPICTION OF PROPERTY

POR. PUEBLO LANDS

061-04

U.S.

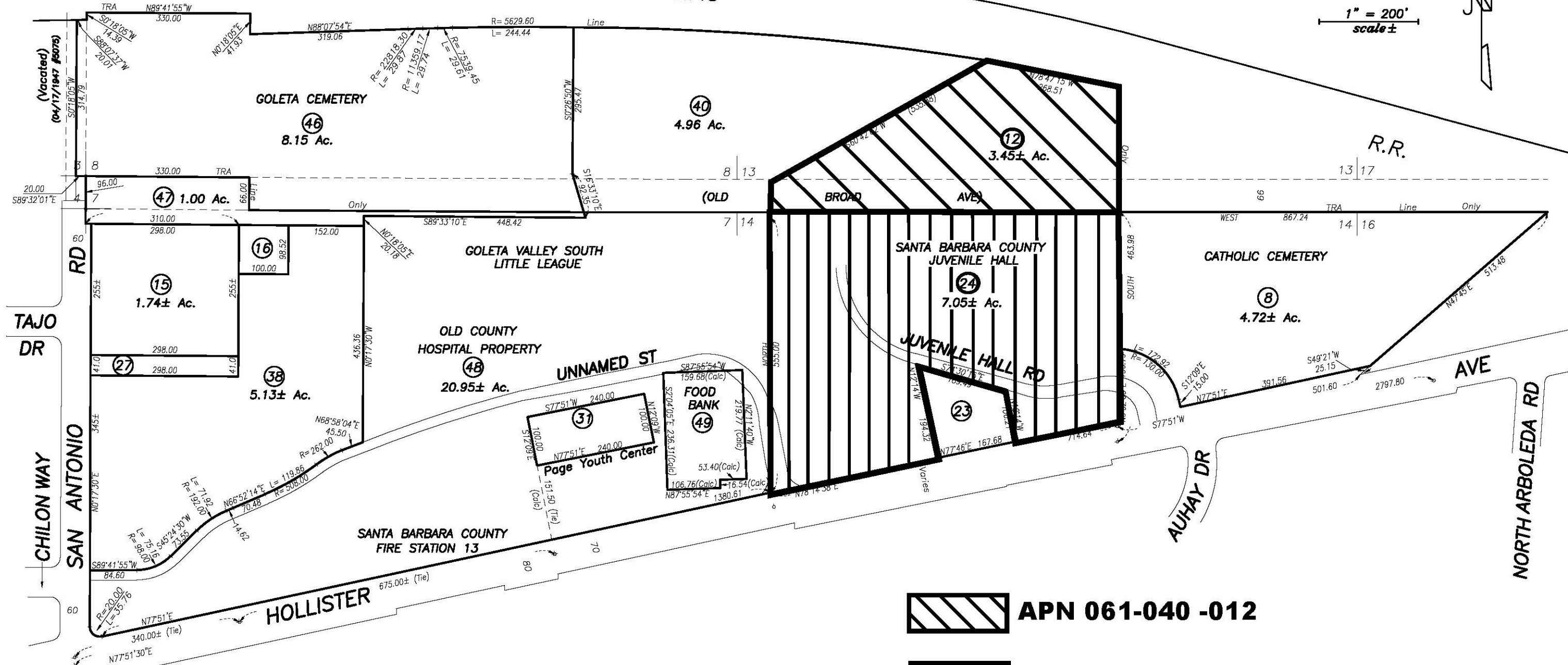
HWY

101

UNION

PACIFIC

1" = 200'
scale ±



 **APN 061-040 -012**

 **APN 061-040 -024**

NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 061-Pg, 04
County of Santa Barbara, Calif.

LD/23 30 & 43 into 48
19, 20 & 21 into 49

EXHIBIT B
DEPICTION OF PREMISES

Date	Description
03/31/2023	ISSUE FOR PERMIT

AHJ Stamps

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dignity Moves - La Posada

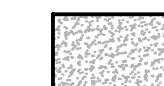



Project Number
20221726-10

Description
HORIZONTAL CONTROL, PAVING, SIGNING AND STRIPING PLAN

Scale
1"=20'

C5.00

PAVING LEGEND

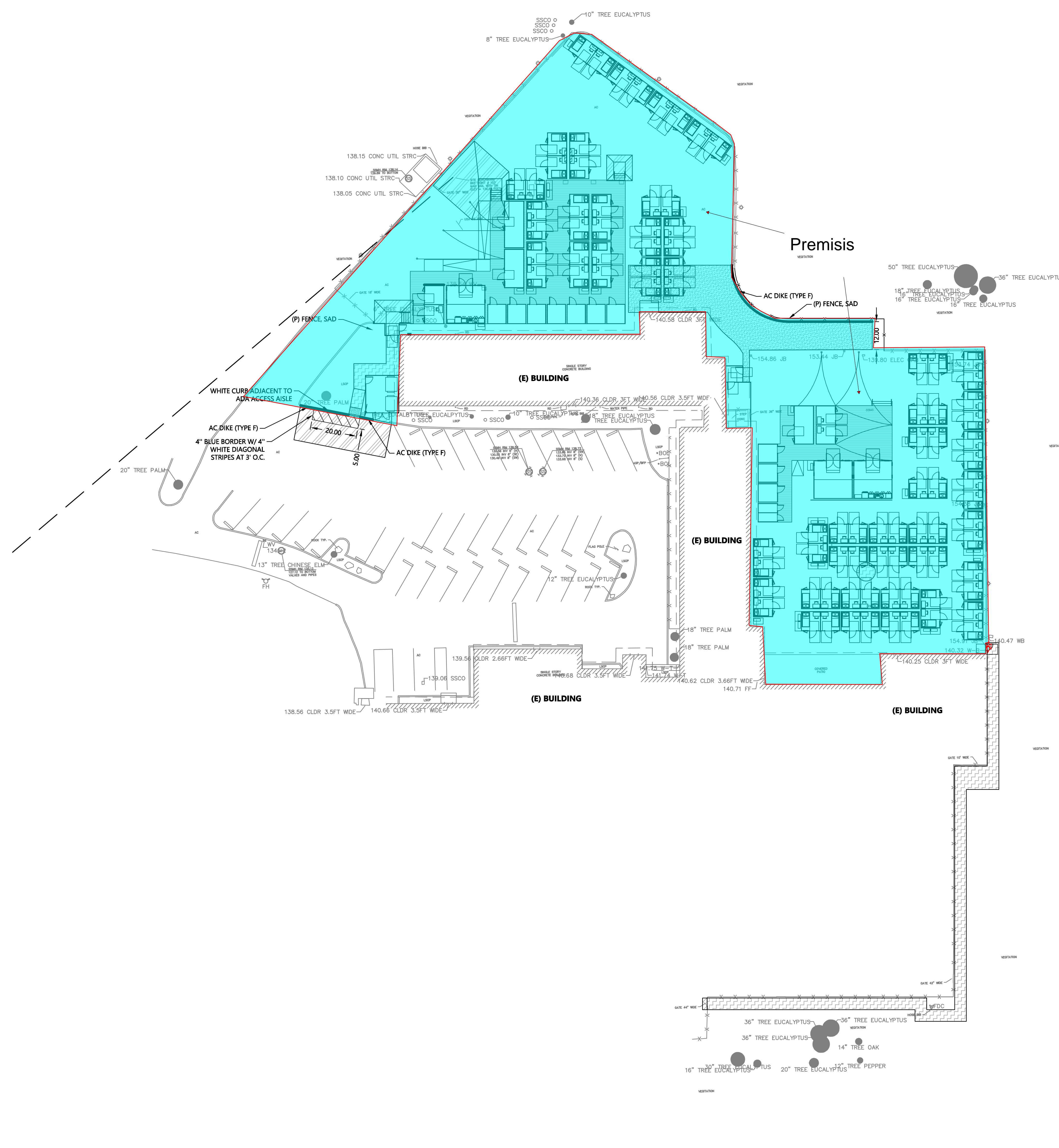
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3" MIN. AC/10" MIN. CLASS II AB/PREPARED
SUBGRADE (T. 5.0, R = 5)
-  COLD PLANE AND AC OVERLAY
COLD PLANE 2" AC
2" MIN AC OVERLAY
-  CONCRETE PAVING (PEDESTRIAN)
4" CONC/4" CLASS 2 AB COMPACTED TO 95%
-  DEEP LIFT AC
12" DEPTH

PAVING NOTES:

1. SITE R-VALUE OF 5 IS ASSUMED. PROPOSED SITE PAVEMENT SECTIONS TO BE DETERMINED BY THE GEOTECHNICAL ENGINEER.

SIGNING & STRIPING NOTES

1. LOCATIONS OF EXISTING SIGNS, STRIPING, AND PAVEMENT MARKERS ARE APPROXIMATE ONLY. NEW ROADSIDE SIGNS SHALL CONFORM TO THE LATEST PROVISIONS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND THE PROJECT SPECIFICATIONS.
2. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM THE OWNER.
3. ALL CONFLICTING STRIPING, PAVEMENT MARKERS, AND PAVEMENT MARKINGS SHALL BE REMOVED AS REQUIRED.
4. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.



PAGE TURN 3/22/2023

EXHIBIT C

SERVICE PROVIDER INSURANCE REQUIREMENTS

Service Provider shall procure and maintain: (a) from the first date of Service Provider's occupancy of the Premises, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Property by Service Provider and its agents, representatives, employees, contractors, and subcontractors, including the following required insurance coverages and (b) after issuance of final certificates of occupancy for the Project, only Property Insurance as described in Section A.4, below, at Service Provider's sole cost and expense (collectively, "Insurance Coverages"). All Insurance Coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of Dignity. Failure to comply with the insurance requirements set forth in this Agreement shall constitute default under this Agreement by Service Provider. Upon request by Dignity, Service Provider shall provide to Dignity within ten (10) working days a certified copy of the insurance policy or policies evidencing the Insurance Coverage(s) specified in such request.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any automobile), or if Service Provider has no owned automobiles, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per

accident for bodily injury and property damage.

4. **Property Insurance:** against all risks of loss to any improvements, at full replacement cost with no coinsurance penalty provision.
5. **Contractor's Pollution Legal Liability:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – Dignity and the County, and their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to DIGNITY'S insurance at (least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Dignity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Dignity, its officers, officials, employees, or volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the Premises.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except

with notice to Dignity.

5. **Waiver of Subrogation Rights** – Service Provider hereby grants to Dignity a waiver of any right to subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Dignity has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Dignity for all work performed by Service Provider, its employees, agents and subcontractors.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by Dignity. Dignity may require Service Provider to (i) cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to Dignity, its officers, officials, employees, agents and volunteers, or (ii) provide a financial guarantee satisfactory to Dignity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – Service Provider shall furnish Dignity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements Dignity before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive Service Provider's obligation to provide them. Dignity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Dignity has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of

renewal may be treated by Dignity as a material breach of contract.

10. **Subcontractors** – Service Provider shall require and verify that its subcontractors and permitted sublessees, if any, maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that Dignity is an additional insured on insurance required from such subcontractors and permitted sublessees, if any. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

11. **Special Risks or Circumstances** – Dignity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Service Provider agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of Dignity to monitor or enforce compliance with any of the insurance and indemnification requirements shall not be deemed as a waiver of any rights on the part of Dignity.

EXHIBIT D
PARKING MAP

Date	Description
03/31/2023	ISSUE FOR PERMIT

AHJ Stamps

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dignity Moves - La Posada

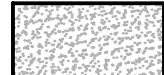



Project Number
20221726-10

Description
HORIZONTAL CONTROL, PAVING,
SIGNING AND STRIPING PLAN

Scale
1"=20'

C5.00

PAVING LEGEND

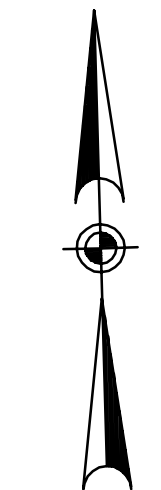
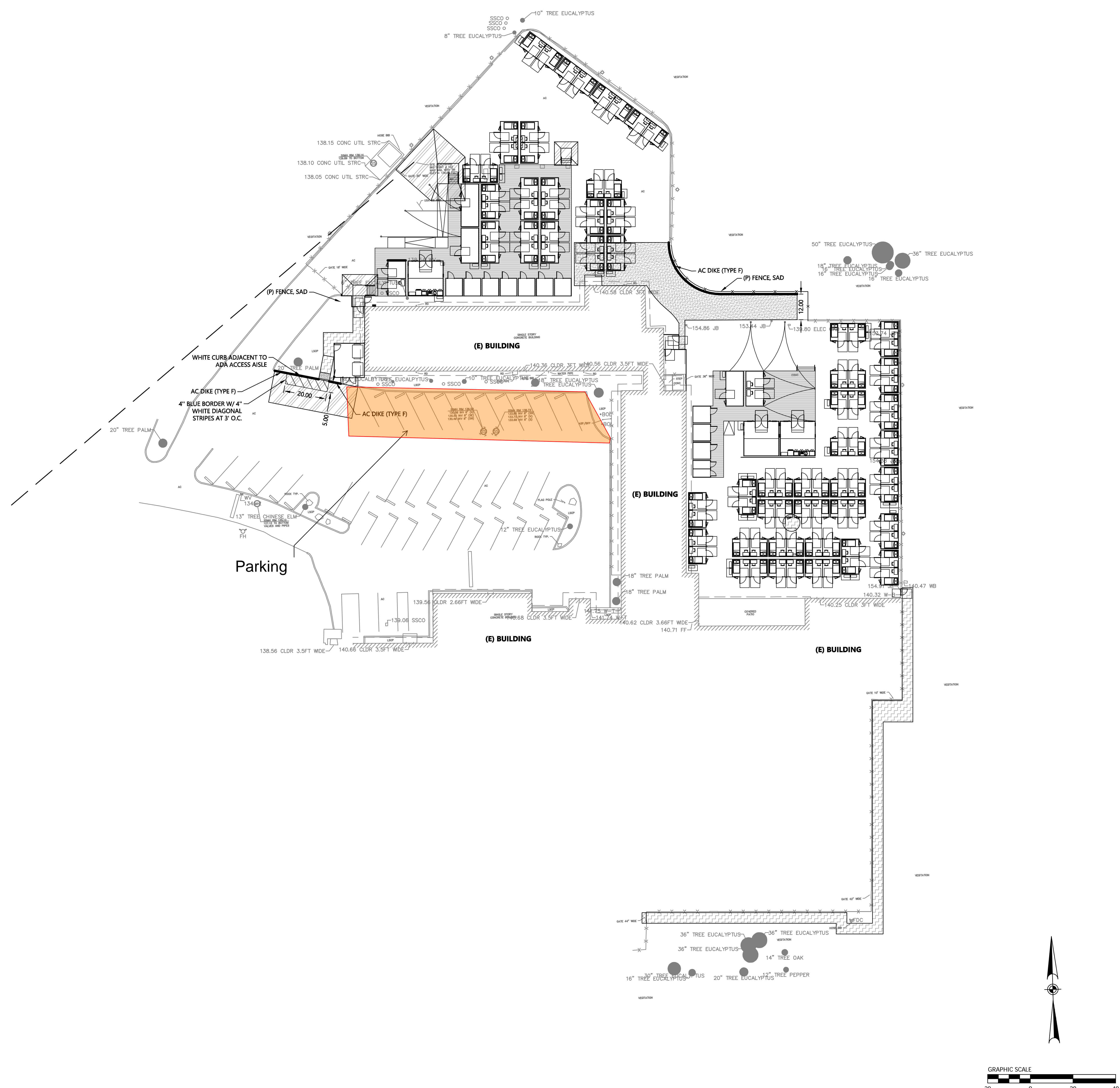
-  AC PAVING
3" MIN. AC/10" MIN. CLASS II AB/PREPARED
SUBGRADE (T.I. 5.0, R = 5)
-  COLD PLANE AND AC OVERLAY
COLD PLANE 2" AC
2" MIN AC OVERLAY
-  CONCRETE PAVING (PEDESTRIAN)
4" CONC/4" CLASS 2 AB COMPACTED TO 95%
-  DEEP LIFT AC
12" DEPTH

PAVING NOTES:

1. SITE R-VALUE OF 5 IS ASSUMED. PROPOSED SITE PAVEMENT SECTIONS TO BE DETERMINED BY THE GEOTECHNICAL ENGINEER.

SIGNING & STRIPING NOTES

1. LOCATIONS OF EXISTING SIGNS, STRIPING, AND PAVEMENT MARKERS ARE APPROXIMATE ONLY. NEW ROADSIDE SIGNS SHALL CONFORM TO THE LATEST PROVISIONS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND THE PROJECT SPECIFICATIONS.
2. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM THE OWNER.
3. ALL CONFLICTING STRIPING, PAVEMENT MARKERS, AND PAVEMENT MARKINGS SHALL BE REMOVED AS REQUIRED.
4. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.



PAGE TURN 3/22/2023

EXHIBIT F

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

DIGNITY shall defend (with counsel reasonably approved by the COUNTY), indemnify and hold harmless the COUNTY and its officers, officials, agents, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments and liabilities arising out of this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly (collectively, "Claims"), including, but not limited to, the acts, errors or omissions of DIGNITY, its employees, agents, volunteers, contractors or invitees, other than in the event of a California Environmental Quality Act (CEQA) challenge or where such indemnification is prohibited by law; provided, however, that Claims shall not include any claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole or gross negligence or willful misconduct of the COUNTY or from the acts, errors or omissions of SERVICE PROVIDER, its employees, agents, volunteers, contractors or invitees.

NOTIFICATION OF INCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of DIGNITY including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to DIGNITY’S insurance at (least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, DIGNITY’S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of DIGNITY’S insurance and shall not contribute with it.

3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the Property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Waiver of Subrogation Rights** –DIGNITY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of DIGNITY may acquire from DIGNITY by virtue of the payment of any loss. DIGNITY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by DIGNITY, its employees, agents and subcontractors.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require DIGNITY to (i) cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the COUNTY, its officers, officials, employees, agents and volunteers, or (ii) provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
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Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements shall not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT G

PARKING

Date	Description
03/31/2023	ISSUE FOR PERMIT

AHJ Stamps

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dignity Moves - La Posada

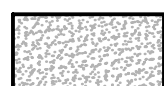



Project Number
20221726-10

Description
HORIZONTAL CONTROL, PAVING,
SIGNING AND STRIPING PLAN

Scale
1"=20'

C5.00

PAVING LEGEND

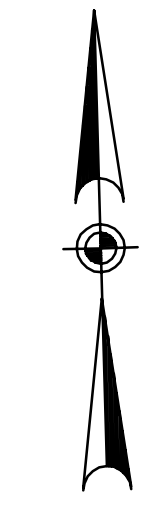
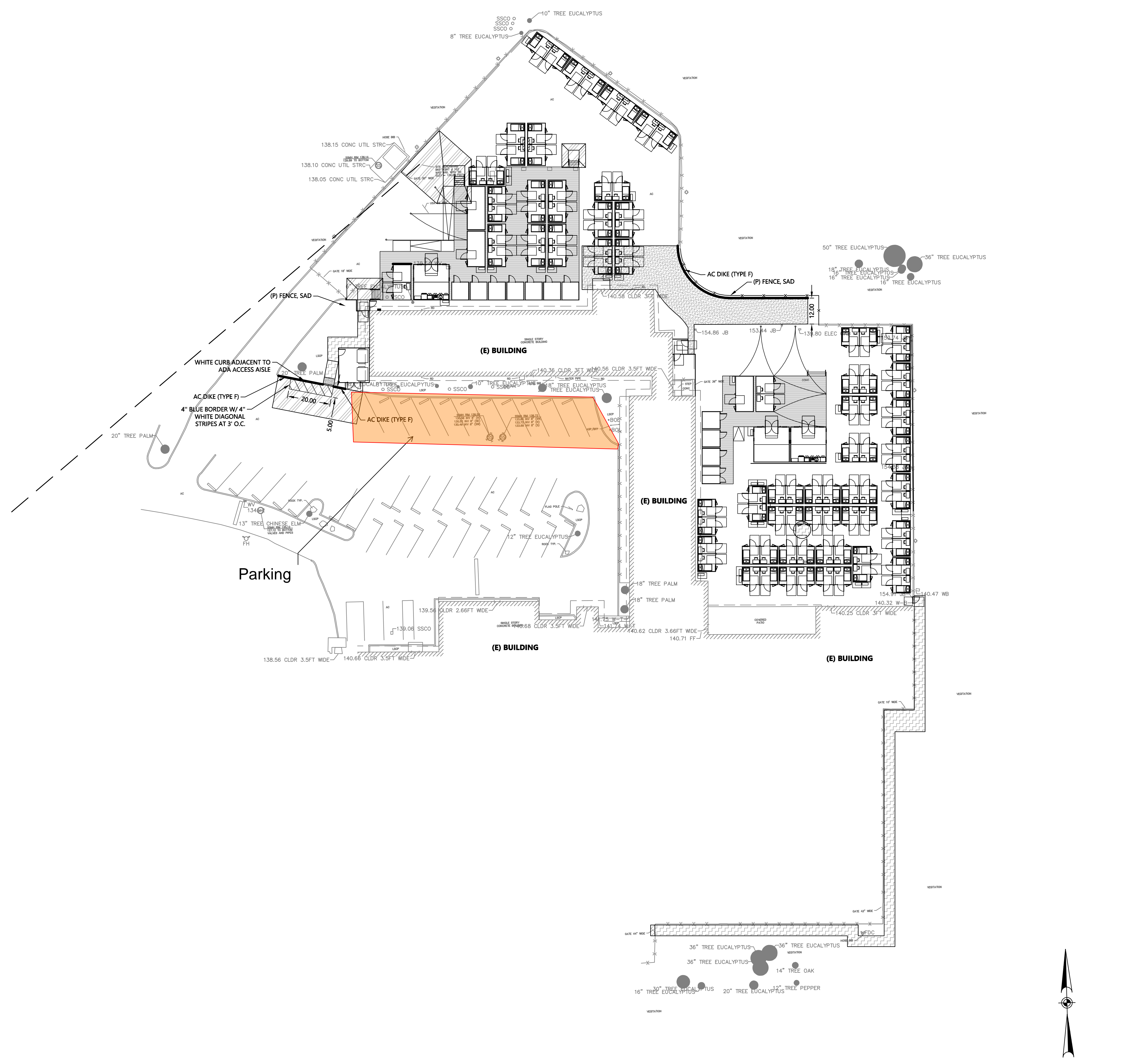
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SUBGRADE (T.I. 5.0, R = 5)
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COLD PLANE 2" AC
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4" CONC/4" CLASS 2 AB COMPACTED TO 95%
-  DEEP LIFT AC
12" DEPTH

PAVING NOTES:

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SIGNING & STRIPING NOTES

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PAGE TURN 3/22/2023

DRAWING NO: 20221726-10.dgn, User: J. Posada, Date: 3/22/2023, Title: PAVING, SIGNING AND STRIPING PLAN