

ATTACHMENT B

# County of Santa Barbara

## 2009-2010 SUPPORTIVE HOUSING PROGRAM SUBRECIPIENT AGREEMENT



CONTRACT  
ADMINISTRATION: **Santa Barbara County  
Housing and Community Development  
Department**

CONTRACTOR: **Casa Esperanza**

PROJECT NAME: **Casa Esperanza Homeless Center**

CONTRACT NUMBER: **CA0596B9D030801**

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# COUNTY OF SANTA BARBARA

## 2009-10 SUPPORTIVE HOUSING PROGRAM (SHP) SUBRECIPIENT AGREEMENT

THIS Agreement is made and entered into as of [June 23, 2009](#), by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and, Casa Esperanza not for profit public benefit corporation, (hereinafter "CONTRACTOR").

WITNESSETH THAT:

WHEREAS, the United States of America, through its Department of Housing and Urban Development (HUD) released a Notice of Funding Availability (NOFA) published on [July 24, 2008](#), and

WHEREAS, COUNTY responded to the NOFA by submitting a consolidated application for the County of Santa Barbara; and

WHEREAS, HUD has entered into various grant agreements with COUNTY to implement HUD's Supportive Housing Program (SHP), which includes this project under Title IV of the Stewart B. McKinney Homeless Assistance Act of 1987, Subtitle C, as amended, hereinafter called the "Act"; and

WHEREAS, CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

“AGREEMENT” means this legally binding contract entered into between COUNTY and CONTRACTOR.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“HOMELESS INDIVIDUAL” or “HOMELESS PERSON” as defined by the Stewart McKinney Homeless Assistance Act of 1987 means an individual who lacks a fixed, regular, and adequate night-time residence; and an individual who has a primary night-time residency that is: a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels congregate shelters, and transitional housing for the mentally ill); an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for,

or ordinarily used as, a regular sleeping accommodation for human beings. These terms do not include any individual imprisoned or otherwise detained under an Act of Congress or a state law.

“HUD” means the United States Department of Housing and Urban Development.

“NONEXPENDABLE PROPERTY” means leased and/or purchased tangible personal or real property having a useful life of more than one (1) year. Nonexpendable property shall include, but shall not be limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property. A grouping of like items, such as chairs, with an aggregate cost in excess of \$100 shall also be controlled and accounted for as equipment even though the cost of a single item is less than \$100.

“OPERATING START DATE” means the date CONTRACTOR first incurs allowable costs for any one of the following activities: real property leasing, provision of supportive services and/or project administration, after any and all contract conditions have been met.

“PROJECT” means the provision of supportive services to homeless persons, and associated project administration costs as set forth in the Project Description. Any one of these activities constitutes a component of the overall project funded under this Agreement.

“PROJECT BUDGET” means the budget for activities set forth in Exhibit B to this Agreement and incorporated herein.

“PROJECT COSTS” means any and all costs, fees or expenses in connection with the operations of the Project.

“PROJECT DESCRIPTION” means the overall project funded under this Agreement as set forth in the proposal and the Project Description attached and incorporated herein by this reference herein as Exhibit A.

“PROPOSAL” means the documents that were submitted by CONTRACTOR in response to the Request for Proposals released by COUNTY under the [2008 SuperNOFA](#).

“SUPPORTIVE HOUSING PROGRAM” (SHP) means that program designed to promote the development of supportive housing and supportive services to assist homeless persons in the transition from homelessness and enable them to live as independently as possible.

“SUPPORTIVE SERVICES” means those services as defined by HUD and provided by CONTRACTOR or its designee intended to assist homeless persons in achieving self-sufficiency that for this Project include but are not limited to: employment assistance, outreach, outpatient health services, case management, food, housing placement assistance, life skills and other services.

## 2. CONTRACT ADMINISTRATION

The Santa Barbara County Housing and Community Development Department, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

The CONTRACTOR will perform all the services set forth in the Project Description, and the Project Budget. Lease payments and administration costs shall also be paid in accordance with submittal of monthly invoices for said payments not to exceed the total budget amounts set forth in the Project Budget.

4. TIME OF PERFORMANCE

This Agreement shall begin on the date CONTRACTOR first incurs allowable costs under the Project, and shall be completed one (1) year from said start date, subject to the termination provisions contained herein.

5. COMPENSATION

A. COUNTY will pay CONTRACTOR an amount of money not to exceed the sum of **One Hundred Fifty Six Thousand Seven Hundred Sixty One dollars (\$156,571)**, which payment shall constitute full and complete compensation for CONTRACTOR's services provided hereunder. Said funds shall only be spent according to the Project Budget. Said payments shall constitute compensation exclusively for leasing, supportive services and administrative expenses.

B. Funding as set forth in the foregoing Subsection A is subject to change in accordance with the availability of grant funds provided to COUNTY by HUD. Accordingly, COUNTY, upon consultation with the CONTRACTOR, reserves the right to reduce the amount of compensation set forth herein in the event HUD reduces funding available for the Project.

C. Funds available for each program year are conditioned upon continuing satisfactory performance in accordance with this Agreement.

D. COUNTY assumes no responsibility to pay for expenses not specifically set forth in the Project Budget. Further, CONTRACTOR understands that COUNTY makes no commitment to fund the Project beyond the term of this Agreement.

E. Funds paid to the CONTRACTOR pursuant to this Agreement shall be deposited in a commercial bank and shall be insured fully and continuously. No interest income should be earned on such funds. If there is interest earned, it must be managed as required by HUD and returned to COUNTY in accordance with HUD requirements and Section 15 of this Agreement.

6. METHOD OF PAYMENT

A. CONTRACTOR shall receive reimbursement for items identified in the Project Budget, subject to availability of funds for the Project and subject to all other provisions of this Agreement.

- B. Monthly invoices shall be submitted to COUNTY within thirty (30) days of the end of the month in which the costs were incurred.
  - C. Said invoice shall be in form and detail satisfactory to COUNTY. In the event that CONTRACTOR does not expend all of the funds received pursuant to any monthly invoice, it shall so note and make due credit and allowance therefor upon its invoice for the following month.
  - D. Expenditures made by CONTRACTOR in the implementation of this Agreement shall be in strict compliance and conformity with the Project Budget, unless prior written approval for an exception is obtained from COUNTY.
7. DISBURSEMENT OF FUNDS COUNTY shall disburse funds under this Agreement to CONTRACTOR as follows:
- A. Supportive Services: CONTRACTOR shall draw down funds for supportive services on a monthly basis.
  - B. Administration: All funds shall be drawn down by CONTRACTOR prior to completion date of this Agreement.
8. RESTRICTION ON DISBURSEMENTS  
No money received pursuant to this Agreement by the CONTRACTOR shall be disbursed to any subcontractor except pursuant to a written agreement that incorporates any and all applicable contract requirements that are set forth in this Agreement.
9. WITHHELD PAYMENTS
- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to COUNTY are suspended or terminated, or if the CONTRACTOR refuses to accept additional conditions imposed on it by HUD.
  - B. Payments to the CONTRACTOR may be withheld by COUNTY if the CONTRACTOR fails to comply with any of the provisions of this Agreement.
10. RETURN OF UNEXPENDED FUNDS AND CLOSE-OUTS
- A. The CONTRACTOR shall, either upon completion or termination of this Agreement, immediately return any unexpended funds to COUNTY no later than forty-five (45) calendar days after completion or termination of this Agreement. If COUNTY determines that funds advanced to CONTRACTOR are in excess of the amount actually required, CONTRACTOR shall immediately return said excess funds to COUNTY.
  - B. The CONTRACTOR agrees to complete all necessary financial close out procedures required by COUNTY, within a period of not more than forty-five (45) calendar days from the termination or completion of this Agreement. This time period will be referred to as the financial close out period. COUNTY is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the

expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the CONTRACTOR under this Agreement, if any, may be immediately reprogrammed by HUD.

- C. The Director of the Santa Barbara County Housing and Community Development Department, or his designee, may request a final financial audit for activities performed under this Agreement at or after the expiration of the financial close out period in the event that, in the COUNTY's opinion, CONTRACTOR repeatedly incurred disallowed costs and/or repeatedly submitted inaccurate invoices to COUNTY during the term of this Agreement.

11. FUNDING REDUCTION

- A. COUNTY reserves the right to revise this Agreement in order to take into account actions affecting HUD program funding. In the event of funding reduction, COUNTY may reduce the Project Budget, in whole or as to a cost category, may limit the rate of the CONTRACTOR's authority to commit and spend funds, and may restrict the CONTRACTOR's use of both its uncommitted and its unspent funds.
- B. Where the COUNTY has reasonable grounds to question whether the CONTRACTOR has materially complied with the terms of this Agreement, Santa Barbara County Housing and Community Development Department may act for the COUNTY in suspending the operation of this contract for up to ninety (90) days, upon three (3) days written notice to CONTRACTOR of its intention to so act.
- C. In no event, however, shall any revisions made by the COUNTY affect expenditures and legally binding commitments made by the CONTRACTOR before it received written notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

12. FISCAL ACCOUNTABILITY

- A. CONTRACTOR agrees to manage moneys received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
- B. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with Generally Accepted Accounting Principles and Standards. Further, CONTRACTOR must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.
- C. Expenditures shall only be deemed eligible for payment if they are supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily made available to COUNTY representatives. All accounting records and supportive documentation shall be made



available to COUNTY representatives at the CONTRACTOR's main accounting office.

- D. Invoices shall be accurate and complete in all respects. Should inaccurate or incomplete reports be submitted to COUNTY, COUNTY may require the CONTRACTOR to secure the services of a licensed accountant. Cost of such accounting services are to be borne solely by the CONTRACTOR and are not to be reimbursed from the funds authorized by this contract, unless specifically agreed to by the COUNTY in writing.

13. REVENUE DISCLOSURE REQUIREMENT

Upon request, CONTRACTOR shall file with COUNTY, a written statement listing all revenues received, or expected to be received, by CONTRACTOR from Federal, State, County, or City sources, or other governmental sources for the conduct of the business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency providing such funding.

14. CASH MATCH AND JOINT FUNDING

A. In the event that CONTRACTOR specified the use of cash match and/or in-kind donations in addition to SHP funds in its application for funding for the Project, CONTRACTOR shall document all uses of such funds. CONTRACTOR shall demonstrate the availability of said resources at the beginning of the operating year. Further, at the end of the operating year, CONTRACTOR must demonstrate that it has met its share of costs which in this case is 20% of the total grant for the operating year.

B. COUNTY shall not pay for any costs incurred by CONTRACTOR that is paid with other funds. If COUNTY determines that it has paid for costs that have also been paid for with other funds, CONTRACTOR shall reimburse those funds to COUNTY.

15. INTEREST EARNED

In the event that CONTRACTOR earns or receives interest on funds deposited under this Agreement, CONTRACTOR shall remit any and all interest to COUNTY at the end of each program operating year.

16. NOTICES

All notices shall be served in writing, each party shall notify the other of any changes relating to this project within 48 hours. The notices to the CONTRACTOR shall be sent to the CONTRACTOR representative at the following address or such other address as CONTRACTOR designates in writing:

Mike Foley, Executive Director  
Casa Esperanza  
816 Cacique St.  
Santa Barbara, CA 93101

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of the Santa Barbara County Housing and Community Development Department or his designee at the following address or such other address as COUNTY designates in writing:

Director  
Housing and Community Development Department  
Santa Barbara County  
105 E. Anapamu Street, Room 105  
Santa Barbara, CA 93101

17. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

18. GRIEVANCE PROCEDURES

CONTRACTOR shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with the agency staff regarding services provided at the site. CONTRACTOR shall maintain documentation of all grievances. The documentation shall contain a description of the grievance and the resolution or disposition of said grievance. Said documentation shall be retained in a central dispute or grievance file, which file shall be made available to COUNTY upon request.

19. PROGRAM INCOME

CONTRACTOR may use program income only in the manner specified in 24 CFR Part 583.315 (b) including any amendments thereto.

20. SUBCONTRACTS

A. For the purpose of this Agreement, subcontracts must be approved by the COUNTY in writing and shall include, but not be limited to, purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts. All subcontracts entered into in the performance of this Agreement shall:

- i) Be in writing.
- ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
- iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY.
- iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
- v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.

- B. Under no circumstances shall the CONTRACTOR enter into subcontracts the compensation for which is on a cost plus percentage basis.

21. PROJECT EVALUATION

- A. CONTRACTOR shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter financial and all other records pertaining to performance of this Agreement to authorized HUD and/or COUNTY representatives. Further, CONTRACTOR shall allow said representatives to inspect and monitor its facilities and program operations, including the interview of CONTRACTOR staff and program participants.
- B. Project evaluation may include but is not limited to: a review on the effectiveness and impact of the program; a review of the internal systems such as reporting tools, tracking systems and techniques developed by CONTRACTOR to serve homeless persons.

22. MONITORING

- A. Authorized representatives of HUD and/or COUNTY shall monitor CONTRACTOR's performance and conduct project progress reviews at any time during the term of this Agreement. Said representatives shall provide written notice to CONTRACTOR for all visits, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by the CONTRACTOR under this Agreement.
- B. Facilities for the purpose of Subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The CONTRACTOR insures the cooperation of its staff and board members in providing complete access to the COUNTY.
- C. Monitoring visits will consist of announced visits focusing on the extent to which the proposed program has been implemented, measurable goals achieved, effectiveness of program administration and management.
- D. COUNTY will also provide capacity building to the extent feasible and agreeable to both parties during the term of the Agreement to help improve programmatic and fiscal compliance.

23. FISCAL MONITORING

- A. HUD and/or COUNTY or its authorized representatives reserve the right to dispatch auditors of their choosing to any site where any phase of the Project is being conducted, controlled or advanced in any way, tangible or intangible. Said site may include the home office, any branch office or other locations of the CONTRACTOR if such site or the activities performed thereon have any relationship to the Project funded herein. Said representatives shall provide written notice to CONTRACTOR for all announced visits.

- B. CONTRACTOR shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of the CONTRACTOR. The CONTRACTOR's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the CONTRACTOR's program. A financial audit of the CONTRACTOR's performance under this Agreement may be conducted at COUNTY's discretion.

24. AUDITS

- A. In the event that CONTRACTOR spends an aggregate of Three Hundred Thousand Dollars (\$300,000.00) or more of federal funds in a fiscal year, CONTRACTOR shall have conducted at its own expense within nine (9) months after the close of CONTRACTOR's fiscal year, an audit in accordance with OMB Circular A-133.
- B. The CONTRACTOR, no later than fifteen days after receipt of the final audit report, shall submit a copy of the audit report to COUNTY.
- C. COUNTY reserves the right to impose sanctions for CONTRACTOR's failure to comply with the foregoing subsections A and B or the other provisions of this Agreement.

25. AUDIT FINDINGS

- A. CONTRACTOR agrees that in the event the Project established hereunder is subject to audit finding(s) by independent auditors, COUNTY, or appropriate Local, State and Federal audit agencies, it shall be responsible for complying with and rectifying such finding(s). In the event that said findings have a fiscal impact on COUNTY, CONTRACTOR shall fully indemnify and pay COUNTY the full amount of COUNTY costs resulting from said finding(s).
- B. If indications of misappropriation or misapplication of the funds of this Agreement cause COUNTY in COUNTY's judgement to require a special audit, the cost of the audit shall be borne by the CONTRACTOR and is not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that a fiscal or special audit reveals that CONTRACTOR has received funds for questioned expenditures under this Agreement, COUNTY shall notify and provide CONTRACTOR the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon final determination of disallowed costs, if any, CONTRACTOR agrees to repay all said costs to COUNTY within sixty (60) days after issuance of the final audit determination.

26. DEOBLIGATION

In the event HUD deobligates COUNTY from all or part of this grant as provided in 24 CFR 583.410 (c), COUNTY may deobligate the CONTRACTOR from all or parts of this grant for leasing, supportive services and administrative costs. Such event shall relieve the

COUNTY of all of its obligation to provide funding to CONTRACTOR under this Agreement.

27. SUBCONTRACT RECORDS

- A. CONTRACTOR shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY with respect to all matters covered by any subcontract under this Agreement. Such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the COUNTY.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.
- C. At such times and in such forms as COUNTY may require, there shall be furnished to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by any subcontract.

28. REPORTS

CONTRACTOR shall submit quarterly program progress reports to COUNTY. Said reports shall provide quantifiable goals and objectives, in the form specified by COUNTY. CONTRACTOR shall submit said report to COUNTY within 30 days after each quarter ends. Annual progress reports shall be submitted to COUNTY within 90 days after annual program period date ends for submittal to HUD's Los Angeles Field Office.

29. INSURANCE

- A. Insurance coverage as set forth in Exhibit G to this Agreement and incorporated herein must be in full force and effect during the term of this Agreement as set forth in Section 4 hereof.

30. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit G.

31. COMPLIANCE WITH LAWS AND REGULATIONS

- A. All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement including but not limited to required licenses or permits. CONTRACTOR further assures and certifies that it shall comply with all applicable program regulations and guidelines as they exist or may be amended.
- B. Applicable regulations, policies, and guidelines subject to the performance of this Agreement include but are not limited to: the Act; 24 CFR Part 583, 24 CFR Part 44, 45, 84 and 85; Uniform Administrative Requirements, (September 13, 1994);

U.S. Office of Management and Budget (OMB) Circular numbers A-110, A-122, A-133 all as may be amended.

C. CONTRACTOR agrees to comply with and be bound by the program requirements set forth in Exhibit E attached hereto.

32. PROPERTY MAINTENANCE STANDARDS

The CONTRACTOR providing services under this Agreement must ensure that sufficient property maintenance shall be provided to the facility where services are being provided, as specified in 24 CFR Part 583.300 (b) as such may be amended.

33. ASSIGNMENT

This Agreement is not assignable by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.

34. LIMITATION OF CORPORATE ACTS

The CONTRACTOR shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. The CONTRACTOR shall notify COUNTY within forty-eight (48) hours, in writing of any change in the CONTRACTOR's legal name.

35. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

36. DISCRIMINATION

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. This Agreement is subject to the County's anti-discrimination ordinance set forth as County Code Section 2-95 which is hereby incorporated by reference.

37. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

The CONTRACTOR shall make every effort to ensure that all projects funded wholly or in part by SHP funds shall provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, the CONTRACTOR shall make every effort to employ residents of the area in which this Project is located and shall keep a record of the positions that have been created directly as a result of this Project.

38. NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including but not limited to serving on the governing body of CONTRACTOR.

39. RELIGIOUS AND POLITICAL ACTIVITIES

CONTRACTOR agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

40. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") 42 U.S.C. 12101 and to ensure that its programs, services and activities are accessible to and usable by persons with disabilities. CONTRACTOR further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. CONTRACTOR attests, that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit F and incorporated herein by this reference.

41. CITIZEN PARTICIPATION

CONTRACTOR shall promptly provide all program data necessary for COUNTY to provide reports to citizens. Discussions will be held often enough so that the CONTRACTOR will be adequately apprised of citizen recommendations during the course of the program. CONTRACTOR representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Director of the Santa Barbara County Housing and Community Development Department or his designee.

42. FEDERAL LOBBYIST REQUIREMENTS

A. The CONTRACTOR is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents. A Certification Regarding Lobbying is attached hereto as Exhibit D and incorporated herein by this reference.

B. Failure on the part of the CONTRACTOR or persons/subcontractors acting on behalf of the CONTRACTOR to fully comply with the Federal Lobbyist Requirements

shall be subject to civil penalties in addition to penalties for default under this Agreement as set forth in Section 52 below.

43. CERTIFICATION REGARDING DEBARMENT

In accordance with Federal regulations regarding debarment as contained in Executive Order Number 12549 and 24 CFR Part 24, Section 24.510, and any amendment thereto, the CONTRACTOR attests, that it has adopted and is enforcing Certification Regarding Debarment, consistent with the form attached hereto as Exhibit C and incorporated herein by this reference.

44. LEAD-BASED PAINT

When acquiring or leasing property pursuant to this Agreement, CONTRACTOR shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X"), 42 U.S.C., 4851, the regulations at 24 CFR Part 35 and Part 15 U.S.C. 2681 ("Title IV-Lead Exposure Reduction") by undertaking, or requiring the owner to undertake, to remove, encapsulate, or enclose lead-based paint and lead contaminated dust and soil. CONTRACTOR is precluded from leasing structures where lead-based paint exists and abatement has not taken place.

45. ASBESTOS

When acquiring or leasing property pursuant to this Agreement, CONTRACTOR shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the regulation of Asbestos-Containing Material (ACM), 40 CFR 763, by undertaking, or requiring the owner to undertake, to remove, friable (Category I) and non-friable (Category II) asbestos in any and all facilities used under this Agreement. CONTRACTOR is precluded from using structures where asbestos exists and abatement has not taken place. CONTRACTOR is further prohibited from sheltering any adult or minor child in a structure where friable asbestos is known to exist.

46. PROGRAM CHANGES

In the event that CONTRACTOR wishes to make significant changes to the approved program under this Agreement, COUNTY and HUD written approval is required in accordance with Supportive Housing Program 24 CFR Part 583.405 and any amendment thereto prior to any and all changes. CONTRACTOR shall request all significant changes in writing to COUNTY. Significant changes include, but are not limited to:

- i) A change in the recipient; or
- ii) A change in the project site, or
- iii) Additions or deletions in the types of activities approved under this Agreement; or
- iv) A shift of more than ten (10) percent of funds from one approved type of activity to another; and
- v) A change in the category of participants to be served.

47. BUDGET LINE ITEM CHANGES



- A. In order to promote flexibility for the program approved under this Agreement, CONTRACTOR may transfer up to ten (10) percent of funds from one approved type of grant activity to another grant activity. To implement this type of transfer, CONTRACTOR must notify COUNTY in writing of the amount of funds to be transferred and the activities affected. COUNTY will notify the CONTRACTOR when the change has been completed.
- B. In the event that the CONTRACTOR wishes to transfer more than ten (10) percent, CONTRACTOR must submit a written request to COUNTY. CONTRACTOR shall not implement this type of transfer without prior written approval by COUNTY and HUD.

48. AMENDMENTS

This writing, with attachments, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing and shall be made only if executed by both CONTRACTOR and COUNTY. No oral conversation between any officer or agent, or employee of the parties shall modify any the terms or conditions of this Agreement.

49. TIME OF PERFORMANCE MODIFICATIONS

In the event that the CONTRACTOR requests a modification regarding the time of performance, the Santa Barbara County Housing and Community Development Department may grant time of performance modifications when those modifications:

- i) In aggregate do not exceed twelve (12) calendar months;
- ii) Will not change the project goals or scope of services;
- iii) Are in the best interests of the COUNTY and CONTRACTOR in performing the scope of services under this Contract; and
- iv) Does not alter the amount of compensation under this Contract.

50. WAIVERS

- A. Waivers of provisions of this Agreement must be in writing and signed by the Director of Santa Barbara County's Housing and Community Development Department or his designee and CONTRACTOR.
- B. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

51. BREACH

Subject to Section 52 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty, or forfeiture, or be unjustly compensated.

52. DEFAULTS

Should CONTRACTOR fail to comply with the contractual obligations of this Agreement within the time specified herein, COUNTY will provide written notice to the CONTRACTOR identifying specific items of noncompliance. If CONTRACTOR fails to deliver an acceptable written response and workplan within fifteen (15) days, COUNTY reserves the right to:

- i) Reduce the total budget;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place CONTRACTOR on probation status;
- iv) Suspend project operations; and/or
- v) Terminate the Agreement.

53. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in SHP funding for the contract activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by CONTRACTOR's staff that undermines the integrity of the program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by the CONTRACTOR under this Agreement shall comply with COUNTY directives.
- E. In the event that CONTRACTOR ceases to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide COUNTY copies of all records relating to this Agreement.
- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to CONTRACTOR for any unreimbursed expenses set forth in the Project Budget that are reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to CONTRACTOR until such time as the exact amount of damages due to COUNTY from the CONTRACTOR is determined.
- H. The foregoing subsections B, C, D, E, F, and G shall survive beyond the term expiring upon date specified in section 4 of this Agreement.

54. NOTICE OF TERMINATION

In the event that this Agreement is terminated, the CONTRACTOR shall immediately notify all employees and participants and shall notify in writing all other parties contracted under this Agreement within five (5) working days.

55. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

56. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

57. CONTRACT

This Agreement consists of this document and Exhibits A through G which together constitute the entire understanding and agreement of the parties.

58. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

59. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement.

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

“CONTRACTOR:”

Casa Esperanza  
a nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Mike Foley, Executive Director

Date: June 23, 2009

By: \_\_\_\_\_  
Name: David Peri  
Title: Treasurer

“COUNTY:”

THE COUNTY OF SANTA BARBARA,  
a Political Subdivision

ATTEST:

Michael F. Brown  
Clerk of the Board

By: \_\_\_\_\_  
Name: Joseph Centeno  
Title: Chair, County Board of Supervisors

By: \_\_\_\_\_  
Chief Deputy Clerk of the Board

Approved as to Form:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By: \_\_\_\_\_  
Name: Mary McMaster  
Title: Deputy County Counsel

Approved as to Form:  
RISK MANAGEMENT

Approved as to Form:  
BOB GEIS  
COUNTY AUDITOR CONTROLLER

By: \_\_\_\_\_  
Name: Mark Paul  
Title: Division Chief

By: \_\_\_\_\_  
Name: Ray Aromatorio  
Title: Risk Program Administrator

**EXHIBIT A  
PROJECT DESCRIPTION**

<b>CONTRACTOR:</b> Casa Esperanza	<b>CONTRACT NUMBER:</b> <b>CA0596B9D030801</b>
<b>PROJECT TITLE:</b> Casa Esperanza Homeless Center	
<b>PROJECT TERM:</b> February 1, 2009 to January 31, 2010	
<b>CONTRACT AMOUNT:</b> \$156,571	
<b>PROGRAM COMPONENT:</b> Program Implementation including payment for delivery of supportive services, provision of supportive services including, but not limited to, Outreach, Case Management, Housing Assistance, Alcohol and Drug Abuse Treatment, Education Liaison, Health Care Education, Employment Assistance, and Social Services, and allowable project administration costs.	
<b>PROJECT LOCATION:</b> 816 Cacique Street Santa Barbara, CA	
<b>CONDITIONS AND/OR ISSUES, ACTIVITIES AND OUTCOMES:</b>  Conditions and/or issues, activities and outcomes as described in the grant application submitted by Santa Barbara County Housing and Community Development to the United States Department of Housing and Urban Development.	

## Exhibit B

### Casa Esperanza Homeless Center Budget

<b>Casa Esperanza Homeless Center Activities</b>	<b>Year 1 (Total Project Budget)</b>
Supportive Services Including (Not charged to any other funding source):	<b>\$152,752</b>
1) Outreach	
2) Case Management	
3) Housing Assistance	
4) Alcohol and Drug Abuse Treatment	
5) Education Liaison	
6) Health Education	
7) Employment Assistance	
8) Social Services	
9) Portion of Director's Salary	
10) Project Administration (1/2 of 5% Admin)	<b>\$3,819</b>
<b>TOTAL ACTIVITY</b>	<b>\$156,571</b>

## **EXHIBIT C**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

**EXHIBIT C (CONTINUED)**  
**INSTRUCTIONS FOR CERTIFICATION**

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CONTRACTOR:** Casa Esperanza

**CONTRACT NUMBER:** CA0596B9D030801

**NAME & TITLE OF AUTHORIZED REPRESENTATIVE:**

**Mike Foley, Executive Director**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**



## **EXHIBIT D**

### **CERTIFICATION REGARDING LOBBYING**

#### **Certification for Contracts, Grants, Loans and Cooperative Agreements**

The CONTRACTOR is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The CONTRACTOR must certify in writing that it are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the CONTRACTOR will comply with the Lobbyist Requirements.

Failure on the part of the CONTRACTOR or persons/subcontractors acting on behalf of the CONTRACTOR to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CONTRACTOR:** Casa Esperanza

**CONTRACT NUMBER:** CA0596B9D030801

**NAME & TITLE OF AUTHORIZED REPRESENTATIVE:**

Mike Foley, Executive Director

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

## EXHIBIT E

### APPLICANT CERTIFICATION

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the County of Santa Barbara Housing and Community Development Department.

(Remainder of page intentionally left blank and certification continued on next page.)

Exhibit E Continued

The Applicant hereby ensures and certifies that:

**For the Supportive Housing (SHP), Shelter Plus Care (S+C), and Single Room Occupancy (SRO) programs:**

**Fair Housing and Equal Opportunity.** It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR Part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR Part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing. For Indian tribes, it will comply with the Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*), instead of Title VI and the Fair Housing Act and their implementing regulations.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at

24 CFR Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color religion, sex, age, national origin, familial status, or handicap who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements of Fair Housing Act and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

**Additional for S+C:**

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

**Drug-Free Workplace.**

It will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) by:

publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

establishing an ongoing drug-free awareness program to inform employees about:

the dangers of drug abuse in the workplace;

the grantees policy of maintaining a drug-free workplace;

any available drug counseling, rehabilitation, and employee assistance programs; and

the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

abide by the terms of the statement; and

notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the rehabilitation Act of 1973, as amended; or requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f);

providing the street address, city, county, state, and zip code for the site or sites where the performance of work in connection with the grant will take place. For some applicants who have functions carried out by employees in several departments or offices, more than one location may need to be specified. It is further recognized that States and other applicants who become grantees may add or change sites as a result of changes to program activities during the course of grant-funded activities. Grantees, in such cases, are required to advise the HUD Field Office by submitting a revised Place of Performance form. The period covered by the certification extends until all funds under the specific grant have been expended.

#### **Anti-Lobbying.**

No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and of more than \$100,000 for each such failure.

#### **Debarment.**

It and its principals (see 24 CFR 24.105(p)) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered

transactions (see 24 CFR 24.110) by any Federal department or agency;

have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted for or otherwise criminal or civil action charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) of this certification; and

have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

#### **Uniform Act.**

It will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (as amended), and the implementing regulations at: 24 CFR 583.310 for SHP, 24 CFR 582.335 for S+C, and 24 CFR 882.810 for SRO.

#### **For SHP Only.**

##### **Maintenance of Effort.**

It will comply with the maintenance of effort requirements described at 24 CFR 583.150(a).

##### **20-Year Operation Rule.**

For applicants receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

##### **1-Year Operation Rule.**

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

#### **Environmental Rule.**

If the applicant is a State or other governmental entity with general governmental powers (see 24 CFR 583.5), it assumes all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under the National Environmental Policy Act (42 U.S.C. 4321) (NEPA) and related environmental laws and authorities listed in 24 CFR Part 58, including acceptance of jurisdiction of the Federal courts, and will assess the environmental effects of each application for assistance in accordance with the provisions of NEPA and 24 CFR Part 58.

If the applicant is a private nonprofit organization or a governmental entity with special or limited purpose powers, it will (i) not enter into a contract for, or otherwise commit HUD or local funds for, acquisition, rehabilitation, conversion, lease, repair, or construction of property to provide housing under the program, prior to HUD's completion of an environmental review in accordance with 24 CFR Part 50 and HUD's approval of the application; (ii) supply HUD with information necessary for HUD to perform any applicable environmental review when requested under 24 CFR 583.225(a); and (iii) carry out mitigating measures required by HUD or ensure that alternate sites are utilized.

#### **For S+C Only.**

##### **Maintenance of Effort.**

It will comply with the maintenance of effort requirements described at 24 CFR 582.115(d).

**Supportive Services.**

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance and that it will fund the supportive services itself if the planned resources do not become available for any reason.

**Components: Standards, Definitions, and \$3,000 Minimum.**

For the SRO component only, the proposed site meets HUD’s site and neighborhood standards (24 CFR 882.803(b)(4)), and meets the regulatory definition of single room occupancy housing (24 CFR 882.802).

For the SRO and PRA with rehabilitation components, the rehabilitation costs will meet the per unit rehabilitation minimum of \$3,000.

**Environmental Rule.**

If the applicant is not a PHA, it assumes all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under the National Environmental Policy Act (42 U.S.C. 4321) (NEPA) and related environmental laws and authorities listed in 24 CFR Part 58, including acceptance of jurisdiction of the Federal courts, and will assess the environmental effects of each application for assistance in accordance with the provisions of NEPA and 24 CFR Part 58.

If the applicant is a PHA, it will (i) not enter into a contract for, or otherwise commit HUD or local funds for, acquisition, rehabilitation, conversion, lease, repair, or construction of property to provide housing under the program, prior to HUD’s completion of an environmental review in accordance with 24 CFR Part 50 and HUD’s approval of the application; (ii) supply HUD with information necessary for HUD to perform any applicable environmental review when requested under 24 CFR 583.225(a); and (iii) carry out mitigating measures required by HUD or ensure that alternate sites are utilized.

**For SRO Only.**

**Standards, Definitions, and \$3,000 Minimum.**

The proposed site meets HUD’s site and neighborhood standards (24 CFR 882.803(b)(4)), meets the regulatory definition of single

room occupancy housing (24 CFR 882.802), and the rehabilitation costs will meet the per unit rehabilitation minimum of \$3,000.

**Environmental Rule.**

It will comply with the environmental review requirement for the SRO Program at 24 CFR 882.804(d).

**For SHP and SRO**

**Nonprofit Board of Directors.**

For private nonprofit applicants, members of its Board of Directors serve in a voluntary capacity and receive no compensation, other than reimbursement for expenses, for their services.

**For SHP and S+C.**

**Lead-Based Paint**

It will comply with the requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846, and implementing regulations at 24 CFR Part 35.

**For S+C and SRO.**

**PHA Qualification.**

For PHA applicants, that it qualifies as a Public Housing Agency as specified in 24 CFR 822.102 and is legally qualified and authorized to carry out the proposed project(s).

**IHA Qualification.**

For IHA applicants, that it qualifies as an Indian Housing Authority as specified in 24 CFR 905.126 and is legally qualified and authorized to carry out the proposed project(s).

**Explanation.**

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

Signature of Authorized Certifying Official:	Date:
X Title:	
Applicant:	

**EXHIBIT F**  
**CERTIFICATION REGARDING COMPLIANCE WITH THE**  
**AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

The CONTRACTOR (hereinafter CONTRACTOR) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

The CONTRACTOR will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

The CONTRACTOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

**CONTRACTOR:** Casa Esperanza

**CONTRACT NUMBER:** CA0596B9D030801

**NAME & TITLE OF AUTHORIZED REPRESENTATIVE:**

Mike Foley, Executive Director

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

## EXHIBIT G

### INDEMNIFICATION AND INSURANCE PROVISIONS

#### INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent CONTRACTORS directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. 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. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and

hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTOR shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the



concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.