

GENERAL FUND GRANT AGREEMENT
BETWEEN THE COUNTY OF SANTA BARBARA AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY
Regional Coordinated Entry System (CES) Support
2020 Point in Time Count Coordination

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and United Way of Northern Santa Barbara County with an address at 1660 S. Broadway, Ste. 201, Santa Maria, CA 93454 (hereafter GRANTEE) wherein GRANTEE agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the United States Department of Housing and Urban Development (hereafter HUD) requires Continuums of Care to operate a communitywide Coordinated Entry System (CES) to identify and prioritize vulnerable homeless households and link them to housing and supportive services; and

WHEREAS, HUD requires Continuums of Care to plan and conduct, at least biennially, a Point-in-Time Count of homeless persons within its geographic area (hereafter PIT Count) in accordance with 24 CFR 578.7(c)(2); and

WHEREAS, the efficiency and expertise of one agency assisting in the coordination of homeless services, outreach and the implementation of a Point In Time (PIT) Count of homeless persons will maximize coordination of resources and staff; and

WHEREAS, since 2018 the United Way of Northern Santa Barbara County has served as the Coordinated Entry System (CES) Lead Agency of the Santa Maria/Santa Barbara County Continuum of Care (hereafter CoC), has been involved with the Point In Time surveys since 2017, and represents their employ of specially trained, skilled, experienced, and competent staff to carry out the duties in the Grant Agreement; and

WHEREAS, a responsibility of the COUNTY as the Lead Agency of the Santa Maria/Santa Barbara County CoC is to ensure that the CoC is able to fulfill its roles and responsibilities, as enumerated in 24 CFR Part 578, which includes ensuring the operation of a Coordinated Entry System (CES) and the completion of an annual Point In Time (PIT) count of homeless persons; and

WHEREAS, the Board of Supervisors approved \$90,000 in General Funds for on-going homeless regional coordination and outreach when it approved its FY 2019-20 budget in June 2019;

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee GRANTEE's performance and conduct the review, approval and payment of invoices for the administration of this grant agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Kimberlee Albers, Homeless Programs Manager at phone number 805-560-1090 is the representative of COUNTY CSD and will administer this Agreement for and on behalf of COUNTY. Eddie Taylor at phone number 805-922-0329 is the authorized representative for GRANTEE. Changes in designated representatives shall be made only after advance written notice to the other party.

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2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: CSD Director, 123 E. Anapamu Street, Santa Barbara, CA, 93101, 805-560-1090
kalbers@co.santa-barbara.ca.us

To GRANTEE: Executive Director, United Way of Northern Santa Barbara County, 1660 S.
Broadway, Ste. 201, Santa Maria, CA, 93454, 805-922-0329
contact@liveunitedsbc.org

Or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices Section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

GRANTEE agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

COUNTY may, without cause, order GRANTEE in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

4. TERM

GRANTEE shall commence performance on August 1, 2019 and end performance upon completion, but no later than July 31, 2020.

5. COMPENSATION OF GRANTEE

In full consideration for GRANTEE's services, GRANTEE shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT A. Unless otherwise specified on EXHIBIT A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that GRANTEE (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which GRANTEE shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions hereof. GRANTEE understands and

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acknowledges that it shall not 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. GRANTEE shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, GRANTEE shall be solely responsible and save COUNTY harmless from all matters relating to payment of GRANTEE's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, GRANTEE may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

GRANTEE represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, GRANTEE shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which GRANTEE is engaged. All products of whatsoever nature, which GRANTEE delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in GRANTEE's profession. GRANTEE shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by GRANTEE without additional compensation.

8. DEBARMENT AND SUSPENSION

GRANTEE certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. GRANTEE certifies that it shall not contract with a subgrantee that is so debarred or suspended.

9. TAXES

GRANTEE shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on GRANTEE's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, GRANTEE agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

GRANTEE covenants that GRANTEE presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GRANTEE must promptly disclose to COUNTY, in writing, any potential conflict of interest. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE. COUNTY retains the right to waive a conflict of interest disclosed by GRANTEE if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to GRANTEE in writing.

11. OWNERSHIP OF DATA

GRANTEE is only granted ownership of data so long as other agreements do not otherwise grant COUNTY ownership. COUNTY, shall have rights with respect to all data collected in the performance of this Agreement,

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which include, but are not limited to, their use, disclosure, reproduction, preparation of derivative works, and public display, in any manner and for any purpose, and to have or permit others to do so. Individual members of the public maintain ownership of personal data and may revoke permission to use this data at anytime.

12. NO PUBLICITY OR ENDORSEMENT

GRANTEE shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. GRANTEE shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing GRANTEE. GRANTEE shall not in any way contract on behalf of or in the name of COUNTY. GRANTEE shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for GRANTEE's use in connection with the services shall remain COUNTY's property, and GRANTEE shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. GRANTEE may use such items only in connection with providing the services. GRANTEE shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

GRANTEE shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of GRANTEE's profession and shall maintain such records for at least five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during GRANTEE's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), GRANTEE 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 the Agreement (Cal. Govt. Code Section 8546.7). GRANTEE shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, GRANTEE 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, GRANTEE shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

GRANTEE agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

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16. NONDISCRIMINATION

COUNTY hereby notifies GRANTEE that 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 GRANTEE agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

GRANTEE 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 GRANTEE as the COUNTY desires.

18. NON-ASSIGNMENT

GRANTEE shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. COUNTY does, however, acknowledge that the parties intend for GRANTEE to perform the services set forth in EXHIBIT A through C3H. COUNTY therefore consents to any partial transfer or partial assignment of obligations under this Agreement that is reasonably necessary in order for GRANTEE to fulfill its obligations through C3H. However, GRANTEE expressly agrees that any such partial transfer or partial assignment shall not relieve GRANTEE of any obligation set forth in this Agreement.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to GRANTEE, 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 GRANTEE to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, GRANTEE shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify GRANTEE of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should GRANTEE 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, GRANTEE shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the

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status of its performance. The date of termination shall be the date the notice is received by GRANTEE, unless the notice directs otherwise.

B. By GRANTEE. Should COUNTY fail to pay GRANTEE all or any part of the payment set forth in EXHIBIT B, GRANTEE may, at GRANTEE's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, GRANTEE 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 GRANTEE in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit GRANTEE to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay GRANTEE for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall GRANTEE be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. GRANTEE shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by GRANTEE. In the event of a dispute as to the reasonable value of the services rendered by GRANTEE, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held 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.

22. 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.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an

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acquiescence therein; 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.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their 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.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

GRANTEE shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of GRANTEE in any action or proceeding against GRANTEE, whether COUNTY is a party thereto or not, that GRANTEE has violated any such ordinance or statute, shall be conclusive of that fact as between GRANTEE and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

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 Santa Barbara County, if in federal court. .

29. 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.

30. AUTHORITY

All signatories and 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, GRANTEE hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which GRANTEE is obligated, which breach would have a material effect hereon.

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31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. 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 the Exhibits shall prevail over those in the numbered sections.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair
Chair, Board of Supervisors

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

By: _____
George Chapjian
Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

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“SUBRECIPIENT”

Northern Santa Barbara County United Way

By: _____

Eddie Taylor, Chief Executive Officer

By: _____

Mike Cordero, President, Board of Directors

By: _____

Rick Rust, Treasurer, Board of Directors

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