

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA**  
**AND**  
**The Salvation Army**  
**Project Roomkey Hospitality House**  
**State of California Department of Social Services, Project Roomkey (CDSS PRK)**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and The Salvation Army (herein called the "SUBRECIPIENT"), a California corporation, located at 16941 Keegan Avenue, Carson, California 90746, acting through its Santa Barbara Hospitality House located at 423 Chapala Street, Santa Barbara CA 93101

**WITNESSETH THAT:**

**WHEREAS**, the Project Roomkey (PRK) Program ("Program") has been established by the State of California pursuant to SB 129 Budget Act of 2021; and

**WHEREAS**, the Program is administered by the California Department of Social Services (CDSS) ("Agency"); and

**WHEREAS**, COUNTY has been allocated Project Roomkey funds; and

**WHEREAS**, pursuant to COUNTY's Agreement with the State to perform all work required under the Program, SUBRECIPIENT has been designated as an eligible and qualified subrecipient for CDSS PRK funds, and will provide eligible activities in accordance with State law (including "Housing First" as set forth in Chapter 6.5 of Division 8 of the Welfare and Institution Code (WIC) (commencing with Section 8255) and further outlined in All County Letter (ACL) No. 19-114, recommended Program practices outlined in All County Welfare Directors' Letters (ACWDL), including those dated June 1, 2020, November 18, 2020, and July 29, 2021, and all other applicable laws); specifically non-congregate shelter as set forth in section I of this Agreement for the Project Roomkey Hospitality House Project (herein called the "PROJECT") and

**WHEREAS**, PROJECT's time of performance will begin on November 1, 2022 ("Operating Start Date") and terminate September 30, 2023; and

**WHEREAS**, any funds not expended by September 30, 2023 will no longer be available to the PROJECT and will be returned to the Agency and will revert to the State General Fund;

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

**I. SCOPE OF SERVICES**

**A. General**

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

services meet the minimum standards established by pertinent licensing bodies, as applicable.

**B. Services**

1. Eligible Activities

This agreement is for the SUBRECIPIENT to provide up to 12 rooms of non-congregate shelter for vulnerable individuals.

2. Services to be Provided

SUBRECIPIENT shall be responsible for providing shelter in accordance with All County Welfare Directors' Letters (ACWDL) dated June 1, 2020, November 18, 2020, and July 29, 2021, and as set forth in Exhibit A.

**C. Staffing**

All services shall be performed by SUBRECIPIENT or under SUBRECIPIENT's supervision. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all services in a manner commensurate with its own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

**D. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT in accord with the Program consistent with ACL No. 19-114, and in accordance with recommended Program practices outlined in ACWDL dated June 1, 2020, November 18, 2020, and July 29, 2021. COUNTY may monitor the performance of SUBRECIPIENT against the funding source requirements. SUBRECIPIENT's failure to meet any of these requirements as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

## II. TERM

### A. Term and Time of Performance

This Agreement shall begin on November 1, 2022 (Operating Start Date) and shall terminate on September 30, 2023, unless suspended or terminated earlier or there are no Program funds available to the COUNTY for any reason (the "Term"). If allowable under the Program between CDSS and the COUNTY, the Term may be extended upon written approval of the COUNTY as described in Section VI.E below.

### B. Close-outs

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

## III. BUDGET

SUBRECIPIENT is providing non-congregate shelter rooms, meals, daily hygiene and case management services at a rate of \$150 per room/per night. Payments shall be requested on a quarterly basis with a daily census report of rooms and beds occupied. COUNTY agrees to work with local providers to coordinate referrals to maintain at least 9 rooms occupied (75% occupancy).

SUBRECIPIENT represents that the funding received shall only be used for allowable costs under the Program guidelines and pursuant to the ACWDLs dated June 1, 2020, November 18, 2020, and July 29 2021. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$657,000**. Periodic compensation for the daily room rate will be provided to SUBRECIPIENT in accord with Program guidelines outlined in ACWDLs dated June 1, 2020, November 18, 2020, and July 29, 2021, no less than once per quarter but not more often than monthly. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete payment request.

## V. NOTICES

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

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

**COUNTY**

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

**SUBRECIPIENT**

Mark Gisler, Executive Director  
The Salvation Army  
Santa Barbara Hospitality House  
423 Chapala Street  
Santa Barbara CA 93101  
Mark.gisler@usw.salvationarmy.org  
(805)962-6281

**VI. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with the requirements of the Program as described in ACWDLs dated June 1, 2020, November 18, 2020, and July 29 2021. SUBRECIPIENT also agrees to comply with the terms of the Program, Welfare and Institutions Code sections 8455 and 8456. SUBRECIPIENT agrees to comply with State Terms and Conditions attached hereto and incorporated as Exhibit E, assurances in applications, notices of awards, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the Program funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending Program funds provided under this Agreement.

**B. Independent Contractor**

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

**C. Insurance and Indemnification**

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

**D. Workers' Compensation**

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

**E. Changes or Amendments**

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

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

1. Amendments that extend the Term by up to a maximum of 12 months if allowed by CDSS. Any extension of the Term does not affect the total maximum contract amount of \$657,000 under this Agreement. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the ACWDL and all other State laws, regulations, notices, and other direction.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

**F. Suspension or Termination**

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of the Program, , applications, notices of awards, or any terms of the Agreement, including, but not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of Program funds provided under this Agreement; or

- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

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

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

2. Termination by SUBRECIPIENT

This Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. In the event that CONTRACTOR ceases or intends to cease to operate (e.g., dissolution of corporate status, declaration of bankruptcy, etc.), CONTRACTOR shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action

in furtherance of ceasing operations but in any event no later than prior to ceasing operations.

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

**G. STATE and COUNTY Enforcement of CDSS PRK Program Requirements**

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of Program funds, based on performance measures used by CDSS pursuant to ACL No. 19-114. COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the Program requirements or this Agreement.

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards

SUBRECIPIENT agrees to comply with and adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its program in conformance with the Program described in ACWDLs dated June 1, 2020, November 18, 2020, and July 29, 2021.

3. Indirect Costs

As the Budget is based on a daily rate, indirect costs are not applicable.

4. Procurement

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

5. Travel

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

**B. Documentation and Record Keeping**

1. Records to Be Maintained

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

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

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records supporting disbursements of Program funds for the performance of eligible activities;
- d. Records supporting the sources of costs expended for eligible activities under the Program;
- e. Financial records as required by the Program as described in ACWDLs dated June 1, 2020, November 18, 2020, and July 29, 2021 and;
- f. Other records necessary to document compliance with applicable state and federal requirements.

2. Client Data

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

3. Retention

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



records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, State, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY.

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

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

7. Access to Records

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

**C. Reports**

SUBRECIPIENT shall provide COUNTY with weekly occupancy counts on Mondays and a bi-weekly re-housing report on the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month. Further, should the State require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State.

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 et seq.); Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C., §§ 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 et seq.); Executive Order 11063; and Executive Order 11246, as amended, including, but not limited to, by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

**B. Employment Restrictions**

1. Prohibited Activity

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

2. Labor Standards Requirements

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

**C. Conduct**

1. Assignability

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

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. Hatch Act

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

4. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of the Program described in the ACWDLs dated June 1, 2020, November 18, 2020, and July 29, 2021 and the agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto, which include, but are not limited to, the following:

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of this Agreement.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Program funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to Program -funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the Program-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the Program-funded activity, or with respect to the proceeds derived from the Program-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, SUBRECIPIENT, or any designated public agency.

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

5. Copyright

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

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

shall not release any materials under this section except after prior written approval of COUNTY.

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

6. Religious Activities

SUBRECIPIENT agrees that Program funds provided under this Agreement will not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization. SUBRECIPIENT shall not require, as a condition of Program participant housing, participation by Program participants in any religious or philosophical ritual, service, meeting or rite.

7. Conditions for Religious Organizations

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

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

**IX. ENVIRONMENTAL CONDITIONS**

**A. California Environmental Quality Act**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA and completion by the State of all applicable review and approval requirements.

**B. Minimum Standards**

1. Emergency Shelters

SUBRECIPIENT agrees to comply with the requirements of 24 CFR 576.403(b) for emergency shelters with respect to structures and materials, access, space and security,

interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions and fire safety.

**X. SEVERABILITY**

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

**XI. SECTION HEADINGS AND SUBHEADINGS**

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

**XII. WAIVER**

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

**XIII. ENTIRE AGREEMENT**

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

**XIV. REMEDIES NOT EXCLUSIVE**

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

**XV. TIME IS OF THE ESSENCE**

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

**XVI. NONEXCLUSIVE AGREEMENT**

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

**XVII. CALIFORNIA LAW**

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

**XVIII. EXECUTION OF COUNTERPARTS**

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

**XIX. AUTHORITY**

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

**XX. PRECEDENCE**


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

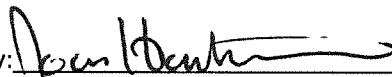
[Signatures on Following Page]

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

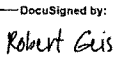
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

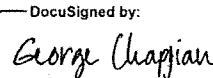
"COUNTY"  
COUNTY OF SANTA BARBARA:

By:   
Deputy Clerk

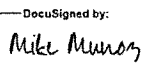
By:   
Joan Hartmann, Chair  
Board of Supervisors

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

DocuSigned by:  
By:   
02604963AF0049C  
Auditor-Controller

DocuSigned by:  
By:   
89EB8FFFFF9E4E2  
George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

DocuSigned by:  
By:   
C251CC884E8841F...  
Deputy County Counsel

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

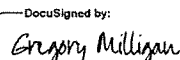
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Risk Manager





EXHIBIT A

**Scope of Services**

State of California Department of Social Services Project Roomkey Program

**Project Title:** Project Roomkey Hospitality House  
**Agreement Amount:** \$657,000  
**Time of Performance:** November 1, 2022 – September 30, 2023

**A. INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and **The Salvation Army** (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section I of the Agreement.

**B. PROJECT DESCRIPTION**

SUBRECIPIENT shall provide non-congregate shelter in 12 double occupancy rooms focusing on vulnerable individuals with chronic health conditions or over 55 years of age. SUBRECIPIENT’s Case Managers shall engage participants and connect them to services as well as permanent and other housing opportunities. SUBRECIPIENT shall provide meals, daily hygiene and case management services at an all-inclusive rate of \$150 per room/per night. SUBRECIPIENT shall request payments on a quarterly basis with a daily census report of rooms and beds occupied. County agrees to work with local providers to coordinate referrals to maintain 75% occupancy or 9 rooms occupied.

**C. SUBRECIPIENT’S PRIMARY RESPONSIBILITIES**

SUBRECIPIENT shall provide 12 double occupancy rooms located on the third floor of Hospitality House located at 423 Chapala St. Santa Barbara CA 93101. Services shall be provided by SUBRECIPIENT under the supervision of the Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT’s staff providing services are appropriate for the persons being served under this project and meet the minimum standards established by pertinent licensing bodies if applicable. SUBRECIPIENT shall provide:

1. Non-congregate shelter as interim housing for persons experiencing homelessness that may be more vulnerable to COVID-19.
2. Operation of Hospitality House in accordance with health and safety standards described in 24 CFR 576.403.
3. Meals and hygiene supplies.
4. Case Management, which shall consist of: services to link program participants to a completed individualized service plan (ISP), including access to health care, acquisition of benefits and/or finding employment. The ISP will focus on helping people navigate barriers that may stand in the way of securing and maintaining housing. In providing services, SUBRECIPIENT shall strive to build a support system by connecting Program participants with people and programs in the community.
5. For the use of common rooms, including bathrooms, for which SUBRECIPIENT shall:

- Consider maximum occupancy limits.
- Make sure bathrooms and other sinks are consistently stocked with soap and drying materials for handwashing.
- Provide hand sanitizers that contain at least 60% alcohol at key points within the PROJECT including registration desks, entrances/exits, and eating areas.
- Visit the CDC website for additional information on [county level COVID-19 guidance](#).

**D. STATE REGULATORY INFORMATION**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY and consistent with all state and federal laws, including Housing First as set forth in Chapter 6.5 of Division 8 of the Welfare and Institution Code (WIC) (commencing with Section 8255) and further outlined in ACL No. 19-114; recommended Program practices outlined in ACWDLs dated June 1, 2020, November 18, 2020, and July 29, 2021.

**E. LEVELS OF ACCOMPLISHMENT**

Goals

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

***Emergency Shelter***

	<b>Goal</b>
Total number of beds	24
Total number of bed-nights available	8,760
Total number of rooms	12
Total unduplicated number of persons served	36

Performance Measures

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

***Emergency Shelter***

	<b>Goal</b>
% of participants will move into permanent housing at project exit	30%
% of participants that will move to other sheltered environments at project exit	20%
% of adult participants gaining new or increasing existing earned income or cash benefits at project exit	20%

**F. DATA COLLECTION AND REPORTING**

1. General

Homeless Management Information System data collection must be completed in accordance with 24 CFR 576.400(f) and in sufficient detail to determine the subrecipient’s progress in meeting the goals and performance measures as set forth in Section E.

2. Report Schedule

Quarterly Status Reports and Invoice are due according to the following schedule: due on a quarterly basis, on the 20<sup>th</sup> day following the close of the previous month.

Period	Due Date
November 1, 2022 – December 31, 2022	January 20, 2023
January 1, 2023 – March 31, 2023	April 20, 2023
April 1, 2023 – June 30, 2023	July 20, 2023
July 1, 2023 – September 30, 2023	October 20, 2023

Disbursement of funds is contingent upon receipt of accurate room occupancy count report and quarterly status reports.

3. Report Content

Status Reports must contain the following:

- a. Weekly reporting on number of rooms occupied and number of persons in occupancy every Monday by noon;
- b. Number of room nights and bed night by daily census;
- c. Annual Performance Report Subrecipient Report generated from the Santa Barbara County Homeless Management Information System (HMIS) quarterly;
- d. Data on goals and permanent measures as set forth in Section E;
- e. Data on funding received for the project from all sources; and
- f. Signature of SUBRECIPIENT’s Executive Director or his or her designee attesting to the accuracy of the information submitted.

See [Exhibit C](#) for a Status Report sample.

EXHIBIT B

**PAYMENT ARRANGEMENTS**

**Project Title:** Project Roomkey Hospitality House  
**Agreement Amount:** \$657,000  
**Time of Performance:** November 1, 2022-September 30, 2023

**Periodic Compensation**

- A. For SUBRECIPIENT services to be rendered under this Agreement, SUB-RECIPIENT shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **657,000**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Quarterly SUBRECIPIENT shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from SUBRECIPIENT.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require SUBRECIPIENT to correct such work or billings or seek any other legal remedy.
- E. SUBRECIPIENT shall provide non-congregate shelter rooms, meals, daily hygiene, and case management services at an all-inclusive rate of \$150 per room/per night. Payments will be requested on a quarterly basis with a daily census report of rooms and beds occupied.

Exhibit B- Attachment 1



**The Salvation Army**  
*Santa Barbara Hospitality House*  
423 Chapala Street, Santa Barbara, CA 93101  
TEL: 805.962.6281 FAX: 805.899.2702  
<https://sbhh.salvationarmy.org>

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August 31, 2022

County of Santa Barbara – Housing and Community Development Division  
Community Service Department, Engineering Building, 2<sup>nd</sup> Floor  
123 East Anapamu Street  
Santa Barbara CA 93101

Re: Shelter Room Rate

To Kimberlee Albers,

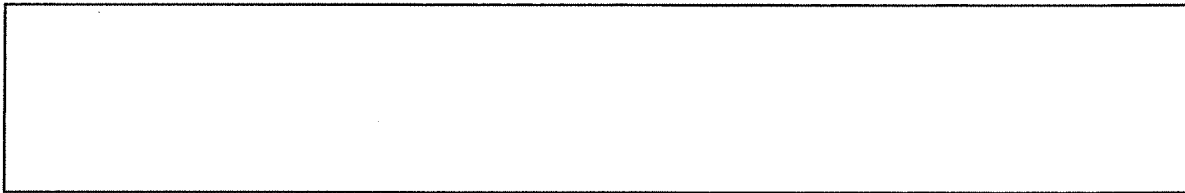
Per our email correspondence, the Santa Barbara Hospitality House has twelve two person rooms on our third floor. The current cost to provide services and shelter in these rooms is \$150.00 per room per night. If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mark Gisler".

Mark Gisler  
Executive Director  
(805) 962-6281 X1104  
[Mark.Gisler@usw.salvationarmy.org](mailto:Mark.Gisler@usw.salvationarmy.org)





### 3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
<b>RACE</b>		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
<b>Totals in RACE</b>		
<b>ETHNICITY<sup>1</sup></b>		
Hispanic or Latino <sup>2</sup>		
Not Hispanic or Latino		
<b>Totals in ETHNICITY</b>		

### 4. Project Funding

Report funding received for the **project** during the quarter and year-to-date by source.

#### HUD Funds

	Amount
ESG	\$
CDBG – County	\$
CDBG – Other	\$
HOME	\$
HOPWA	\$
<b>Total</b>	<b>\$</b>

#### Other Funds

- 1 Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.  
 2 Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.



	Amount
Other Federal Funds	\$
State Funds	\$
Local Funds	\$
Private Funds	\$
Other Funds ( <i>Specify fund source below</i> )	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

5. Additional Comments

Provide any additional comments on areas of this report that need explanation.

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**EXHIBIT D**  
**Indemnification and Insurance Requirements**  
**(For Professional Contracts)**

**INDEMNIFICATION**

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SUBRECIPIENT's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**INSURANCE**

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SUBRECIPIENT, his agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the SUBRECIPIENT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

## **B. Other Insurance Provisions**

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require the SUBRECIPIENT to purchase

coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – SUBRECIPIENT shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT’s obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

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

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

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

## **EXHIBIT E**

### **State Terms and Conditions**

This Project is being assisted by the State of California. The following State provisions must be included in all contracts pursuant to the provisions applicable to such State assistance.

Please note that in the event of a conflict between the State laws and regulations and the federal laws and regulations, **federal laws and regulations will prevail.**

**1. Commencement of Work and Completion Dates**

- A. SUBRECIPIENT agrees that the PROJECT shall not commence, nor shall any costs to be paid with Program funds prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of an award notification letter from COUNTY.
- B. SUBRECIPIENT agrees that the PROJECT shall be completed by the expiration date specified in this Agreement and that the Scope of Work shall be provided for the full term of this Agreement.

**2. Sufficiency of Funds and Termination**

- A. The COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement, at any time for cause. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; Federal statutes; Federal regulations; State laws and regulations; or withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the COUNTY, any unexpended funds received by the SUBRECIPIENT shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State of California appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the COUNTY by the STATE and/or United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, COUNTY, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

3. **Transfers**

SUBRECIPIENT may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this Agreement to effect such subcontract or novation.

4. **Contractors and Subcontractors**

SUBRECIPIENT and its contractors or subcontractors shall not enter into any Agreement, written or oral, with any contractor without the prior written approval of the COUNTY and determination by the COUNTY and State of the contractor's eligibility. A contractor, or its subcontractor, is not eligible to receive Program funds if the contractor or subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

A. The Agreement between the COUNTY and SUBRECIPIENT shall require that any contractor or subcontractor must:

- 1) Perform all services in accordance with Federal, State, and local housing, zoning and building codes, as applicable.
- 2) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section VIII, PERSONNEL AND PARTICIPANT CONDITIONS.
- 3) Maintain at least the minimum COUNTY and State-required worker's compensation insurance for those employees who will perform the PROJECT or any part of it.
- 4) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing the PROJECT or any part of it.
- 5) Agree to include all the terms of this Agreement in each subcontract, and that all requirements set forth in this Agreement apply between the SUBRECIPIENT and any contractor or subcontractor.

5. **Liability Insurance**

Unless otherwise approved in writing, SUBRECIPIENT shall have and maintain in full force and effect during the term of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the COUNTY named as an additionally insured. Prior to drawdown of funds, SUBRECIPIENT shall provide a valid certificate of insurance to the COUNTY Designated Representative for review and approval.

**6. Inspections**

- A. SUBRECIPIENT shall inspect all services performed hereunder to ensure that the services are being and have been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. The COUNTY and State reserves the right to inspect all services performed hereunder to ensure that the services are being and have been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements shall be corrected by SUBRECIPIENT and that COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

**7. Audit/Retention and Inspection of Records**

- A. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (GAGAS). SUBRECIPIENT agrees that the COUNTY, the STATE Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. SUBRECIPIENT agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. SUBRECIPIENT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement.
- B. The audit shall be performed by a qualified State, local, or independent auditor. SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the independent auditor's working papers.

**8. Monitoring Grant Activities**

- A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State Program requirements. An onsite monitoring visit of SUBRECIPIENT may occur whenever determined necessary by the COUNTY, but at least once during the grant period.
- B. The COUNTY shall monitor the performance of the SUBRECIPIENT based on a risk assessment and according to the terms of this Agreement.
- C. The COUNTY shall monitor the performance of SUBRECIPIENT and the PROJECT based on the performance measures used by the Program. In the event that project-level or system-wide performance consistently remains low, the COUNTY shall work



collaboratively with the SUBRECIPIENT to develop performance improvement plans which shall be incorporated into this Agreement and other agreements required.

- D. If it is determined that a SUBRECIPIENT falsified any certification; application; or informational, financial, or contract report, the SUBRECIPIENT shall be required to reimburse to COUNTY the full amount of the funds provided by this Agreement, and may be prohibited from any further participation in the Program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with Program requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the SUBRECIPIENT.

**9. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the COUNTY to enforce the provisions of this Agreement or required performance by the SUBRECIPIENT of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the COUNTY, to enforce these provisions.

**10. Litigation**

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the COUNTY and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY.

**11. Compliance with State Law and Regulations**

SUBRECIPIENT agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the SUBRECIPIENT and the Project.

**12. Environmental Requirements**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Agreement. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, and completion by the COUNTY and the State of all applicable review and approval requirements.

**13. Eligible Activities**

Program funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit A as permitted under State law. SUBRECIPIENT shall be responsible for providing shelter in accordance with All County Welfare Directors' Letters (ACWDL) dated June 1, 2020, November 18, 2020, and July 29, 2021, and as set forth in Exhibit A.

**14. Core Practices**

All Program funded activities shall operate in a manner consistent with the ACWDLs dated June 1, 2020, November 18, 2020, and July 29, 2021.

**15. Core Components of Housing First**

All Program-funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code, Division 8, Chapter 6.5, (commencing with Section 8255 referred to as "Core Components of Housing First", including but not limited to, use of a homelessness coordinated entry system, Housing First practices, and progressive engagement practices.

**16. Reporting and Recordkeeping**

- A. By October 15, 2023, SUBRECIPIENT shall submit a final Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report shall include, but not be limited to, beneficiary data including performance measurements.
- B. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a Program Quarterly Status Report, for which a sample is attached hereto as Exhibit C, on or before the 20th day following the close of the previous month, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within fifteen (15) days after the end of the reporting period.
- C. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS). SUBRECIPIENT shall collect all program data elements using HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Agreement for a period of five (5) years from the date of expiration of the Agreement.
- E. SUBRECIPIENT shall submit required reports on forms approved by COUNTY.