

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
Good Samaritan Shelter

Street Outreach & Permanent Housing Flexible Funds
State of California Encampment Resolution Funding (ERF) - Round 2

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between the County of Santa Barbara (the “COUNTY”), a political subdivision of the State of California, and Good Samaritan Shelter (the “SUBRECIPIENT”), a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, CA 93456.

WITNESSETH THAT:

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

WHEREAS, The ERF Program was initially authorized in 2021 through Assembly Bill (AB) 140 (Chapter 111, Statutes of 2021), which allocated \$50 million for what would become the first round of funding. SB 197 (Chapter 70, Statutes of 2022) amended the program and AB 178 (Chapter 45, Statutes of 2022) allocated an additional \$300 million for Round 2 of ERF funding; and

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

WHEREAS, ERF provides one-time, competitive grant funds to counties and other jurisdictions;

WHEREAS, On January 24, 2023, the County of Santa Barbara’s Board of Supervisors passed and adopted Resolution No. 23-00054 allowing the Director of the Community Services Department to apply for, receive, and administer the ERF funds for the County of Santa Barbara; and

WHEREAS, the County entered into a Standard Agreement with the State of California for \$6,000,000 (“Standard Agreement”), which provides Program guidelines (the “ERF Program Guidelines”); and

WHEREAS, SUBRECIPIENT’s services are eligible activities as outlined in the State’s ERF Program Guidelines as they represent an innovative service delivery model and cross systems collaboration that supports individuals experiencing homelessness in encampments as they move towards a meaningful path to safe and stable housing, using non-punitive, low-barrier, person-centered, Housing First approaches as set forth in Welfare and Institutions Code sections 8255 et seq.; and

WHEREAS, COUNTY selected the following eligible activities from the State’s ERF Program Guidelines: Street Outreach, Services Coordination, Delivery of Permanent Housing, Interim Sheltering, and Administrative Costs; and

NOW, THEREFORE, the parties agree that the above recitals are true to the best of their knowledge and, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that they will carry out the Program according to this Agreement.

I. SCOPE OF SERVICES

A. General

All services ("Services" or "services") described in the Scope of Services attached hereto and incorporated herein as Exhibit A ("Scope of Services") shall be performed in Santa Barbara County under the supervision of SUBRECIPIENT's Executive Director, who shall ensure that the SUBRECIPIENT's staff and contractors providing the Services are competent to perform the services and duly licensed to the extent required by Applicable Law (defined below).

B. Services

1. Eligible Costs

Only costs incurred to administer the Services are eligible for reimbursement and are included in the Budget attached hereto and incorporated as Exhibit B ("Budget"). All of the Services shall be performed by SUBRECIPIENT or under SUBRECIPIENT's supervision. SUBRECIPIENT represents that it possesses the professional and technical skills required to perform the Services. SUBRECIPIENT and its contractors and subcontractors shall perform all Services in a professional and competent manner, and with the reasonable and customary level of care provided by practitioners of such party's profession performing such work in the State of California.

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 Law, and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect at all times during the Term (defined below), at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are required under Applicable Law to practice their respective professions and to perform the Services. All Services shall be performed in a manner consistent with the requirements of Housing First as set forth in Welfare and Institutions Code sections 8255 et seq., and shall include, but not be limited to, use of a homelessness coordinated entry system, Housing First practices, and progressive engagement practices.

2. Services to be Provided

The SUBRECIPIENT shall be responsible for providing the services as set forth in the Scope of Services in a manner satisfactory to the COUNTY and consistent with all applicable federal, state, and local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines (collectively, "Applicable Law"), including, but not limited to, all federal requirements and standards required as a condition of receiving ERF funds.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with ERE, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by CSD through an amendment to the budget in Exhibit B. All services shall be performed by SUBRECIPIENT 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 their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All services shall be performed by qualified and experienced personnel who are not employed by COUNTY. 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 have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required to practice their professions.

D. Levels of Accomplishment – Goals and Performance Measures

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

E. Performance Monitoring

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

F. COUNTY Recognition

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

II. TERM

A. Term and Time of Performance

This Agreement shall begin on August 30, 2023, and shall terminate on December 31, 2025, subject to annual appropriations and budget approval, unless suspended or terminated earlier or there are insufficient ERF funds available to the COUNTY for any reason (the "Term"). All work to be performed hereunder as described in the Scope of Services and that is funded with the ERF award may commence on August 30, 2023, and shall be completed by December 31, 2025 (the "Award Time of Performance"). Any funds not expended by December 31, 2025 shall no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY.

B. Close-outs

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

program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

III. BUDGET

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

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs eligible for reimbursement under the ERF Program Guidelines. SUBRECIPIENT shall comply with all requirements of the Program, including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), SB 197 (Chapter 70, Statutes of 2022), AB 178 (Chapter 45, Statutes of 2022), and the Standard Agreement, including all Exhibits, Attachments, and Appendices thereto. The budget 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 of funds to be paid by COUNTY under this Agreement shall not exceed **\$3,016,687.50** (“Maximum Contract Amount”). Drawdowns for the payment of eligible expenses and documentation of eligible expenditures shall be made in accordance with the budget line items specified in Exhibit B hereto. In accordance with the ERF Program Guidelines, no less than once per quarter but not more often than monthly, and no later than November 30, 2025, SUBRECIPIENT may request reimbursement for its documented eligible expenditures hereunder. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request (ESPR) together with proper support documentation for services described in Sections I.A and I.B, staff salaries and benefits described in Section I.C, and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced, billed, or deemed eligible except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor eligibility of such expenditures under this Agreement. COUNTY shall review each ESPR and in accord with state regulations shall reimburse SUBRECIPIENT for eligible expenses within thirty (30) days after receiving SUBRECIPIENT’s complete ESPR. SUBRECIPIENT shall only seek reimbursement under this Agreement for expenses actually incurred by SUBRECIPIENT during the Term.

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

SUBRECIPIENT

Kimberlee Albers, Homelessness Assistance
Program Manager
County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Fax: (805) 560-1091

Sylvia Barnard, Executive Director
Good Samaritan Shelter
400 W. Park Ave.
Santa Maria, CA 93458
805-346-8185
866-653-0813

VI. **GENERAL CONDITIONS**

A. **General Compliance**

SUBRECIPIENT agrees to comply with the requirements of the ERF program, including the statutes set forth in Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50250-50254, program guidelines, Welfare and Institutions Code 8255 et seq., and additional regulations and program guidance as may be applicable from time to time. In addition, SUBRECIPIENT agrees to comply with the terms of the award, Title 25 of the California Code of Regulations (CCR), Sections 8400 et seq. ("State Regulations"), attached hereto and incorporated as Exhibit F, including the grant agreement, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the ERF 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 ERF 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 E.

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 E.

E. **Changes or Amendments**

Except as otherwise specifically set forth in this Section VI.E, changes to this Agreement 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. No amendment shall invalidate any parts of this Agreement that are not changed by such amendment, nor relieve or release COUNTY or SUBRECIPIENT from party's obligations under this Agreement that are not changed by such amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendment(s) 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.

All amendments to this Agreement must be approved by the Board of Supervisors and executed by the Chair of the Board, except that the Director of CSD or his designee ("Director") is authorized to approve and execute amendments to this Agreement on behalf of COUNTY to make any one or more of the following changes:

1. Increase or decrease the Maximum Contract Amount to ensure full and timely expenditure of all ERF funds awarded to the COUNTY by the State; provided, however, that (i) any increase in the Maximum Contract Amount hereunder shall not exceed 10% of the original Maximum Contract Amount, (ii) all budget line items and expenditures under this Agreement as so amended are eligible pursuant to the ERF Program Guidelines and all other Applicable Law, and (iii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the ERF funds available to the COUNTY.
2. Changes to, additions, or deletions of line items set forth in the Budget, provided that (i) such line item changes do not result in any increase in the Maximum Contract Amount beyond the limitations set forth in Section VI.E.1, above, and (ii) all line items in the Budget as so amended, and all expenditures under this Agreement, must be eligible pursuant to the ERF Program Guidelines and all other Applicable Law. In no event shall an amendment be made pursuant to this Section VI.E that will result in material change to the Scope of Services attached hereto as Exhibit A.
3. Administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, or available funding amounts.

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT fails to comply with this Agreement or with any of the terms of the Standard Agreement, the ERF Program Guidelines, or in the event of any of the following:

- Failure to comply with Applicable Law or 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 ERF funds provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermine the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

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

1. Termination by COUNTY

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

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective termination date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments during the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may 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 breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance hereunder. The date of termination shall be the date such notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. In the event that SUBRECIPIENT ceases or intends to cease to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
5. If State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to

COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of award, any applicable term of this Agreement, or any Applicable Law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of all such disallowed payments.

G. STATE and COUNTY Enforcement of ERF Program Requirements

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their respective responsibilities as the recipient of ERF funds, and COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the State 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 accordance with the Program, including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Indirect Costs

SUBRECIPIENT may not charge an indirect cost allocation under this Agreement.

4. Procurement

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

5. Travel

SUBRECIPIENT shall 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

Cal ICH and its designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT agrees to provide Cal ICH, and its designees, with all relevant information requested. SUBRECIPIENT agrees to give Cal ICH and its designees access to SUBRECIPIENT's premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of

inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, guidance, or directives, and this Agreement.

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

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

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, Persons Served List, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.
- b. SUBRECIPIENT shall participate in the Homeless Management Information System and follow all relevant policies and procedures.

3. Retention

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

4. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing produced, prepared or caused to be produced or prepared by or on behalf of any of SUBRECIPIENT, its officers, employees, agents, representatives, contractors, and subcontractors, in connection with this Agreement (collectively, "Documents") shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such Documents in its sole discretion without further

compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide the Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

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

6. Audits and Inspections

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

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

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

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

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records, and accounts by COUNTY, State, and Federal or other authorized officials or their agents, to ascertain

compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards, and provisions stated in this Agreement or ERF.

C. Reports

For each quarter during the Term, SUBRECIPIENT shall deliver to COUNTY an ERF Quarterly Status Report, in the form attached hereto as Exhibit D, on or before the twentieth day of each October, January, April, and July during the Term, setting forth its activities for the previous quarter. Furthermore, should the State require additional reports, SUBRECIPIENT agrees to timely submit all information requested for such additional reports in the 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 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

B. Affirmative Action

1. Affirmative Outreach

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

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

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

3. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards Requirements

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

D. Conduct

1. Assignability

SUBRECIPIENT shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, any interest in this Agreement, or any of SUBRECIPIENT's rights or obligations hereunder without the prior written consent of the COUNTY thereto in each instance, and any attempt to so assign or transfer without such consent shall be null and void and without legal effect, and shall constitute grounds for immediate termination of this Agreement by COUNTY. The foregoing sentence of this Section VII.D.1. notwithstanding, claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that SUBRECIPIENT notifies COUNTY in writing within two (2) business days of any such financial institution assignment.

2. Contracts and Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any contract(s) or subcontract(s) with any agency, entity, or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of each such agreement. A contractor or subcontractor is not eligible to receive ERF funds if not licensed and in good standing in the State of California, or if 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 such 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 entered into in connection with this Agreement shall be awarded on a fair and open competition basis

in accordance with applicable procurement requirements. Executed copies of all such contracts and subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process for each.

e. Insurance

SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts entered into in connection with 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 E.

3. Hatch Act

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

4. Conflicts of Interest

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

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by ERF funds.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by ERF 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 ERF -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 ERF-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 ERF-funded activity, or with respect to the proceeds derived from the ERF-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.

IX. ENVIRONMENTAL CONDITIONS

California Environmental Quality Act

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

X. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, 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 with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof. Each party hereto waives the future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

Each party to this Agreement warrants and represents that such party has 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. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the provisions contained in the numbered sections I through XX of this Agreement and the provisions contained in the Exhibits shall be resolved by giving precedence in the following order:

- A. Exhibit F
- B. Exhibit E
- C. The numbered sections I through XX of this Agreement
- D. Exhibit B
- E. Exhibit A
- F. Other exhibits

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first fully executed by all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Sheila daGuerre
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

By: Das Williams
Das Williams, Chair
Board of Supervisors

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

By: Juan Izquierdo
Auditor-Controller

DocuSigned by:
George Chapjian
By: 89F88FFFE9E4F2...
George Chapjian
Community Services Director

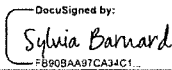
APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Lauren Wideman
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: Gregory Milligan
Risk Manager

“SUBRECIPIENT”
Good Samaritan Shelter

By: 

Sylvia Barnard, Executive Director

EXHIBIT A

Scope of Services

State of CA Encampment Resolution Funding (ERF) – Round 2

Project Title: Street Outreach to Encampments near Waterways
Agreement Amount: \$ 3,016,687.50
Time of Performance: August 30, 2023 – December 31, 2025

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (“Agreement”) between the County of Santa Barbara (“COUNTY”) and Good Samaritan Shelter (“SUBRECIPIENT”), as referenced in the Agreement. The purpose of this Scope of Services is to further describe the Services referenced in Section I of the Agreement.

The California Encampment Resolution Funding (“ERF”) Program will fund actionable, person-centered proposals that resolve the experience of unsheltered homelessness for people residing in encampments, specifically in dangerous and heavily impacted waterways near State rights-of-way (“ROW”). The Services will serve approximately 250 persons and resolve currently inhabited encampments (approximately 100 persons moving to interim housing/shelter, and approximately 100 persons moving to permanent housing), linking persons to services to meet their unique needs, such as: Street Outreach (SO) case managers and housing navigators, Mental Health (MH) practitioners, certified Substance Use Disorder (SUD) specialists, medical coordinators, housing locator/landlord liaisons, and community supports. SUBRECIPIENT shall provide specialized SO teams to provide in-field case management to encourage people to accept available and planned Interim Housing (IH) and Permanent Housing (PH). Teams will meet acute needs in the field and will link unsheltered persons to long-term supportive services to ensure their retention in housing placements. Teams will work on a regional basis, partnering with outreach teams and resources available in north-county (between SLO and SB counties), mid-county, or south-county.

B. PROJECT DESCRIPTION

1. Purpose

The purpose of the Services is to provide Street Outreach & Permanent Housing Flexible Funds with a goal of moving persons from unsheltered homelessness into shelter and permanent housing through case management and housing navigation services. SUBRECIPIENT’s outreach services shall include system navigation, integrated targeted outreach and engagement, and operations throughout the county, including cities and unincorporated areas.

SUBRECIPIENT shall provide and shall only be reimbursed for providing Street Outreach & Permanent Housing Flexible Funds to unsheltered homeless people as set forth in the Federal and State Regulatory Information in Section B.2.b., below. Specifically, the Services shall include delivery of homeless outreach services targeted to encampment sites for the purpose of linking persons experiencing unsheltered homelessness to a safe residential option. The focus of services is to prevent, prepare for, and respond to populations in documented dangerous and heavily impacted waterways near State rights-of-way (ROW); these services shall include supportive services, linkage to needed resources, and housing navigation, operating countywide. Geographic locations of focus shall be determined by County staff based on ERF guidelines.

SUBRECIPIENT shall provide countywide street outreach to encampments, specifically in dangerous and heavily impacted waterways near State ROW, with mobile teams of outreach workers who shall engage unsheltered homeless community members throughout the county. SUBRECIPIENT shall provide essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, and critical services; and, provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. Essential services shall include engagement, case management, emergency health and mental health services, transportation, and services for special populations, including housing relocation and stabilization services, as well as data contributions to the HMIS designated by the Continuum of Care for the area, as outlined in Exhibits A and B to the Agreement.

In addition, SUBRECIPIENT shall contribute to the HMIS for the Santa Maria / Santa Barbara County Continuum of Care.

2. Services

a. General

SUBRECIPIENT shall implement and adhere to the following Best Practices. Recent successful exits from homelessness to temporary and permanent housing placements have resulted from best practices such as consistent engagement by trained providers, emphasizing case management in the field, focus on a housing and services plan, and employing best practices like progressive engagement and more accountability in the coordinated entry system for housing navigation. Some key lessons learned and Best Practices are listed below:

- Allow ample time for comprehensive engagement and case management; this includes flexible outreach hours (early mornings, evenings, weekends, and holidays)
- Understand the population at the site and their needs (number of persons, persons with disabilities, pets, transitional-aged youth, number of people living in cars)
- Document outreach consistently to assess needs and interests in housing and/or services (this includes daily updates to Fulcrum mapping software and in the Homeless Management Information System)
- Understand the laws/regulations in the area (streets, sidewalks, parks, private property, and other public land)
- Identify resources that can be offered: housing, emergency shelter, storage, trash disposal, transportation, hygiene trailers, safe needle drops, COVID-19 testing and vaccinations
- Understand the community's (members of the encampment) informal leadership to facilitate buy-in on housing options
- Start identifying the housing options available before engagement and clean-up begins
- Once a site is resolved, outreach teams must conduct regular checks and outreach to anyone who has re-populated in the previously cleared site
- Ensure that an after-action report is written to provide data on overall housing placements, services offered, other accomplishments, effective best practices used, and lessons learned

SUBRECIPIENT shall conduct robust outreach and engagement, which must include all of the following:

- Strong coordination among teams of outreach and engagement workers
- Ample time and a flexible schedule/availability (including early mornings, evenings, weekends, and holidays) for engagement and rapport-building
- Individualized case management
- Client-centered, trauma-informed, and voluntary services
- Services grounded in harm reduction
- Availability of housing resources and strong housing navigation
- Transparency in communication
- Consistency
- Weekly case conferencing
- Weekly, monthly, and quarterly tracked outcomes
- Synchronization with Coordinated Entry and all service partners

SUBRECIPIENT shall provide all of the following components of ongoing case management and housing navigation services:

- Staff recruitment, screening, training, and onboarding, including safety training (this may include but is not limited to trauma-informed care, harm reduction, general safety and situational awareness, site-specific safety considerations such as railways and creeks, etc.)
- Maintain up-to-date contact information and areas frequented for each person via Fulcrum mapping software and the Homeless Management Information System (HMIS);
- Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness;
- Engage individuals and families not yet working with a CES Partner Agency, with a primary focus on unsheltered families and individuals in encampments;
- Reconnect individuals and families who had previous contact with CES;
- Conduct frequent visits to encampments known to have persons experiencing homelessness throughout the County;
- Conduct assessments on eligible persons;
- Record all assessments and subsequent services in the Homeless Management Information System (HMIS). Enter and maintain timely and complete client data;
- Connect or reconnect individuals and families to basic services including eligible benefits, primary healthcare clinic, and other necessary resources (e.g. food, clothing, and shelter);
- Link to the Coordinated Entry System in order to provide ongoing engagement, document collection, and case management services in order to facilitate a match to an appropriate housing resource.

In performing the Services set forth in this Agreement, SUBRECIPIENT shall consider the impacts on neighboring housed communities, and shall follow:

- Centers for Disease Control and Prevention guidance;
- Recent legal decisions, including Martin v. Boise, Blake v. City of Grants Pass, and LA Alliance v. City of Los Angeles;
- Field experience of County Public Health, Fire, and Sheriff;
- Best practices and guidance from other communities and experts in the field; and
- COVID-19 guidelines and considerations, which may be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/unsheltered-homelessness.html>.

The following principles, specific to addressing unsheltered homelessness, shall inform SUBRECIPIENT's outreach and engagement model:

- It is not safe or healthy for people to live unsheltered.
- Adequate safe, accessible, and supportive shelter and housing of all types is the solution to homelessness.
- Low-barrier pathways to permanent housing are the best solution to addressing encampments.
- People may sleep and live in encampment settings alone or as a collective for many reasons, including a sense of community and safety.
- Community member concerns about encampments within their neighborhoods, including those related to health, sanitation, and safety, should be addressed.
- Jurisdictions must balance the interests of unsheltered residents with the interests of other community residents.

SUBRECIPIENT's ERF-funded Street Outreach Housing Navigators shall work closely with other street outreach teams addressing unsheltered homelessness throughout the county. SUBRECIPIENT shall coordinate and work closely with teams addressing unsheltered homelessness throughout the County, including other designated street outreach providers and the County's Multi-Disciplinary Team.

SUBRECIPIENT shall collaborate with the County to provide targeted outreach and engagement to sites, with a focus on robust outreach and engagement with a goal of moving persons from unsheltered homelessness into shelter/permanent housing through case management and housing navigation services. SUBRECIPIENT shall work with the County's Encampment Response Coordinator to consider a strategic allocation of resources while engaging homeless individuals through the process of rapport building with the goal of linking individuals to a permanent housing resource. SUBRECIPIENT's street-based engagement shall focus on linking participants to housing interventions. SUBRECIPIENT shall provide services throughout the county, including cities and unincorporated areas.

SUBRECIPIENT's outreach leads shall serve on the cross-jurisdictional Encampment Response Team as the Team assesses sites and recommend interventions, alongside County Community Services, Public Health, County Fire, and County Law Enforcement, City staff leads, and transit agencies (Caltrans). SUBRECIPIENT shall assess existing encampments reported for health and safety risks, provide education on hazards, and provide linkages to shelter and services. SUBRECIPIENT's outreach leads should participate in case conferencing to ensure clients entering CES are matched to the appropriate permanent housing resource. SUBRECIPIENT shall provide an avenue to respond to

resident and local business concerns about encampments and homeless residents, targeting the population in documented dangerous and heavily impacted waterways near State ROW, SUBRECIPIENT must follow the steps outlined in the County’s Encampment Response Protocol document, attached to the Agreement as Exhibit G. SUBRECIPIENT shall assist with storing personal property when a person is being relocated from a site where they have been residing.

COUNTY shall administer, evaluate, and monitor SUBRECIPIENT’s programs to ensure compliance with the core components of Housing First. SUBRECIPIENT shall employ a progressive engagement approach and offer opportunities to clients to increase client’s household’s income or to help clients retain employment.

All ERF-funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code, Division 8, Chapter 6.5, section 8255, subdivision (b), 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.

b. Federal and State Regulatory Information

Costs are informed by similar activities funded through the Emergency Solutions Grant programs: Street Outreach (24 CFR 576.101) and Housing Location/Stabilization Services (24 CFR 576.105).

Activity	State Regulation
Street Outreach Personnel; System/Data Support Personnel (HMIS, Mapping Software, Reporting); Outreach & Engagement Flexible Funds; Permanent Housing Flexible Funds; Project Implementation (phones, transportation, supplies/equipment, office space); Administrative Costs	Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq. and SB 197 (Chapter 70, Statutes of 2022) amended the program and AB 178 (Chapter 45, Statutes of 2022)

3. **Levels of Accomplishment**

a. Goals

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

	Goal
Unduplicated number of homeless persons or persons at imminent or at risk of homelessness to be served	250
Number of unsheltered homeless persons entering shelter	100
Number of homeless persons entering permanent housing (placed into units)	100

b. Performance Measures

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

	Goal
% of individuals successfully placed in permanent housing	40%
% of adult participants gaining new or increasing cash income at project exit	15%

% of adult participants increasing non-cash benefits at project exit	70%
% of project participants who move into permanent housing remaining housed at 1 year	90%

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed in accordance with Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq., HMIS Policies and Procedures, Fulcrum mapping software, and any additional data collection required by State funding, and in sufficient detail to determine the project’s progress in meeting the goals and performance measures as set forth in Section B.3, below.

2. Report Schedule

Quarterly Status Reports and Financial/Invoice Reports are due on a quarterly basis in accordance with the following schedule:

Period	Due Date
August 30, 2023 – September 30, 2023	October 20, 2023
October 1, 2023 – December 31, 2023	January 20, 2024
January 1, 2024 – March 31, 2024	April 20, 2024
April 1, 2024 – June 30, 2024	July 20, 2024
July 1, 2024 – September 30, 2024	October 20, 2024
October 1, 2024 – December 31, 2024	January 20, 2025
January 1, 2025 – March 31, 2025	April 20, 2025
April 1, 2025 – June 30, 2025	July 20, 2025
July 1, 2025 – September 30, 2025	October 20, 2025
October 1, 2025 – December 31, 2025	January 20, 2026

3. Report Content

Each Status Report must contain the following:

- a. Persons Served List (PSL) with secure client level-data for quarterly reporting;
- b. ERF Annual Performance Report (APR) Subrecipient Report generated from the Santa Barbara County Homeless Management Information System (HMIS);
- c. Data on goals and permanent measures as set forth in Section B.3.;
- d. Data on funding received for the Project from all sources; and
- e. Signature of SUBRECIPIENT’s Executive Director or his or her designee attesting to the accuracy of the information submitted.

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

EXHIBIT B

Budget and Payment Procedures

State of CA Encampment Resolution Funding (ERF) – Round 2

Project Title: Street Outreach to Encampments near Waterways
Agreement Amount: \$ 3,016,687.50
Time of Performance: August 30, 2023 – December 31, 2025

A. INTRODUCTION

This Budget and Payment Procedures is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and **Good Samaritan Shelter** (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., II., III., and IV. of the Agreement.

B. BUDGET

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

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

Changes to Revenue or Expenditure line items to be used for eligible ERF expenditures require an approved Budget Amendment. The overall total contract amount shall not be changed, except by a duly executed amendment as set forth in the Agreement.

C. PAYMENT REQUESTS

Payment request must include the following:

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

Attachment B-1



CA Encampment Resolution Fund - Round 2 (CERF-2) & Federal 2021 American Rescue Plan Act (ARPA)

Project Budget - Revenues

Project Title Encampment Response Outreach Program
 Applicant Name Good Samaritan Shelter

Budget Term: August 30, 2023 - December 31, 2025

CERF-2/ARPA AWARD *CERF-2: 50% must be expended by June 30, 2024; ARPA: 100% must be expended by June 30, 2024

This Application - Component	Requested Amount
Street Outreach Personnel	\$ 2,379,375.00
System/Data Support Personnel (HMIS, Mapping Software, Reporting)	\$ 101,250.00
Outreach & Engagement Flexible Funds	\$ 30,000.00
Permanent Housing Flexible Funds	\$ 220,000.00
Project Implementation: phones, transportation, supplies/equipment, office space	\$ 154,000.00
Administrative Costs	\$ 132,062.50
Storage *Budget Term: August 30, 2023 - June 30, 2024	\$ 50,000.00
TOTAL	\$ 3,066,687.50

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which CERF-2 & ARPA funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	CERF-2 & ARPA Funds	Other
CERF-2 & ARPA (This grant)	\$ 3,066,688	\$ 3,066,688	
CDBG - Cities			
CDBG - County			
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
Other Federal Funds (<i>specify program below</i>)			
Other State Funds (<i>specify program below</i>)			
County Human Services Funds			
Other Local Funds: County and City of SB general Funds			
Private Trusts and Foundation Funds			
Fundraising Events			
Donations			
Client Fees			
Other (<i>specify source below</i>)			
Total Revenue	\$ 3,066,688	\$ 3,066,688	

Attachment B-2



CA Encampment Resolution Fund - Round 2 (CERF-2) & Federal 2021 American Rescue Plan Act (ARPA)

Project Budget - Expenses

Project Title: Encampment Response Outreach Program
 Applicant Name: Good Samaritan Shelter

Budget Term: August 30, 2023 - December 31, 2025
 CERF-2: 50% must be expended by June 30, 2024
 ARPA: 100% must be expended by June 30, 2024

Expense	Total Program Budget	CERF-2	ARPA	Other Funding Sources
Total Labor Budget: not to exceed \$2,480,625	\$ 2,480,625	\$ 2,480,625	\$ -	\$ -
Supervisor/Team Lead 1.5 FTE @ \$ 70,720	\$ 228,722	\$ 228,722		
Outreach Case Manager and Housing Navigator 3.0 FTE @ \$ 58,240	\$ 376,719	\$ 376,719		
Medical Case Manager 1.0 FTE @ \$ 72,800	\$ 156,966	\$ 156,966		
Mental Health Practitioner 3.0 FTE @ \$ 81,120	\$ 524,715	\$ 524,715		
Certified Substance Use Disorder Specialist 3.0 FTE @ \$ 58,240	\$ 376,719	\$ 376,719		
Medical Coordinator 0.25 FTE @ \$ 70,720	\$ 38,120	\$ 38,120		
Housing Locator/Landlord Liaison 2.0 FTE @ \$ 58,240	\$ 251,146	\$ 251,146		
Data Analyst (HMIS, Mapping Software, Reporting) .25 FTE @ \$ 58,240	\$ 31,393	\$ 31,393		
Employee Benefits and Payroll Taxes 25% (includes Workers Comp)	\$ 496,125	\$ 496,125		\$ -
Total Client Services and Direct Assistance Budget: not to exceed \$300,000	\$ 300,000	\$ 250,000	\$ 50,000	\$ -
Outreach & Engagement Flexible Funds (ex: meals, blankets, clothes, or toiletries; see CFRs and guidance in NOFA) *must be clearly linked to enrollment	\$ 30,000	\$ 30,000		
Permanent Housing Flexible Funds (ex: Landlord Incentives, Security Deposits, Utilities, IDs; see CFRs and guidance in NOFA) *must be clearly linked to a pathway to a permanent	\$ 220,000	\$ 220,000		
Storage *Budget Term: August 30, 2023 - June 30, 2024	\$ 50,000	\$ -	\$ 50,000	
Total Program Implementation Budget: not to exceed \$154,000	\$ 154,000	\$ 154,000	\$ -	\$ -
Cellphones/Telephones for SO staff	\$ 11,520	\$ 11,520		
Transportation	\$ 36,000	\$ 36,000		
Supplies/Equipment	\$ 28,480	\$ 28,480		
Insurance	\$ 18,000	\$ 18,000		
Office Space/Operations	\$ 60,000	\$ 60,000		
	\$ -			
	\$ -			
Other (specify below)	\$ 132,063	\$ 132,063	\$ -	\$ -
	\$ -			
Administrative Costs (not to exceed \$132,062.50)	\$ 132,063	\$ 132,063		
Total Expenses	\$ 3,066,688	\$ 3,016,688	\$ 50,000	\$ -

Budget Narrative (Required) Discuss each line item.

Supervisor/Team Lead (1.5 FTE) - The supervisor/team lead plays a crucial role in overseeing the program's implementation and managing the team, this includes clinical supervision.
Outreach Case Manager and Housing Navigator (3.0 FTE) - These professionals work directly in the field with clients helping them access housing and other necessary resources.
Medical Case Manager (1.0 FTE) - The medical case manager ensures that clients receive appropriate medical assistance and support and will be a LBN.
Mental Health Practitioner (3.0 FTE) - Mental health practitioners provide vital mental health services to our clients.
Certified Substance Use Disorder Specialist (3.0 FTE) - These specialists help clients dealing with substance use disorders, providing counseling, referrals, and support.
Medical Coordinator (0.25 FTE) - The medical coordinator will help clients coordinate with medical providers and assist with appointments and aftercare.
Housing Locator/Landlord Liaison (2.0 FTE) - Housing locators find suitable housing options for clients, and liaisons to landlords once placement occurs.
Data Analyst (HMIS, Mapping Software, Reporting) (0.25 FTE) - The data analyst plays a crucial role in analyzing program data and reporting outcomes.
Employee Benefits and Payroll Taxes (25%) - These funds have been allocated to cover employee benefits and payroll taxes, including workers' compensation.
Outreach & Engagement Flexible Funds - These funds will be utilized to provide essential items such as meals, blankets, clothes, and toiletries to clients during their engagement with the program.
Permanent Housing Flexible Funds - To support clients in securing stable housing by providing landlord incentives, security deposits, utilities, and identification documents.
Storage - To cater to the storage needs of clients during their transition.
Cellphones/Telephones for SO Staff - We have allocated \$11,520 for providing cellphones and telephones to staff members, facilitating communication and client support.
Transportation - Ensuring that our staff can travel to various locations to assist clients, we have budgeted for 2 leased vehicles.
Supplies/Equipment - This budget of \$28,480 will be used to purchase necessary supplies and equipment needed to provide quality services such as laptops, hot spots, and office supplies.
Insurance - This is to cover insurance costs related to the rented office space and leased vehicles.
Office Space/Operations - We have budgeted for one main office located in Santa Maria where the majority of the staff will work out of and could provide services.
Administrative Costs - To support administrative costs incurred from the program.

Exhibit C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)						
CA Encampment Resolution Fund - Round 2 (CERF-2)						
County of Santa Barbara Community Services Department						
Agency Name: <u>Good Samaritan Shelter</u>		DUNS #: _____		ESPR Request #: _____		
Project Name: <u>Street Outreach</u>				Date Submitted: _____		
Address: <u>400 W. Park Avenue, Santa Maria, CA 93456</u>				Report Period:		
Contact Person: <u>Sylvia Barnard</u>		Title: <u>Executive Director</u>		<input type="checkbox"/> Aug 30-Sep 30,		
Email Address: <u>goodsamshelter@gmail.com</u>		Phone #: _____		<input type="checkbox"/> Oct 1-Dec 31,		
				<input type="checkbox"/> Jan 1-Mar 31,		
				<input type="checkbox"/> Apr 1-Jun 30,		
Submit completed ESPR and required documentation to:						
Staff Person: <u>Lucille Boss</u>		Title: <u>Encampment Response Coordinator</u>		PO/Contract #: _____		
Email Address: <u>lboss@countyofsb.org</u>		Phone #: _____		HCD Project #: _____		
Grant Budget and Expenditures						
Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	ERF - Street Outreach (SO), Services Coordinatio	Street Outreach Personnel	\$ 2,379,375.00			\$ 2,379,375.00
	ERF - Systems Support (SS)	System/Data Support Personnel (HMIS, Mapping Software, Reportin	\$ 101,250.00			\$ 101,250.00
	ERF - Delivery of Permanent Housing (PH)	Outreach & Engagement Flexible Funds	\$ 30,000.00			\$ 30,000.00
	ERF - Delivery of Permanent Housing (PH)	Permanent Housing Flexible Funds	\$ 220,000.00			\$ 220,000.00
	ERF - Street Outreach (SO)	Project Implementation: phones, transportation, supplies/equipmer	\$ 154,000.00			\$ 154,000.00
	ERF - Administrative Costs (Admin)	Administrative Costs	\$ 132,062.50			\$ 132,062.50
TOTAL			\$ 3,016,687.50	\$ -	\$ -	\$ 3,016,687.50
<input type="checkbox"/> Check this box if this is the final payment.						
Certification						
I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.						
Manager / Fiscal Officer			Administrator / Executive Director			
Name _____ Title _____			Name _____ Title _____			
Signature _____ Date _____			Signature _____ Date _____			

Exhibit D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Lucille Boss by email to lboss@countyofsb.org.

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Quarter 1
August 30, 2023 – September 30, 2023 | <input type="checkbox"/> Quarter 2
October 1, 2023 – December 31, 2023 | <input type="checkbox"/> Quarter 3
January 1, 2024 – March 31, 2024 | <input type="checkbox"/> Quarter 4
April 1, 2024 – June 30, 2024 |
| <input type="checkbox"/> Quarter 5
July 1, 2024 – September 30, 2024 | <input type="checkbox"/> Quarter 6
October 1, 2024 – December 31, 2024 | <input type="checkbox"/> Quarter 7
January 1, 2025 – March 31, 2025 | <input type="checkbox"/> Quarter 8
April 1, 2025 – June 30, 2025 |
| <input type="checkbox"/> Quarter 9
July 1, 2025 – September 30, 2025 | <input type="checkbox"/> Quarter 10
October 1, 2025 – December 31, 2025 | | |

Agency Good Samaritan Shelter
Project Street Outreach
Contract # _____

Contact Person Sylvia Barnard
Phone Number _____
Email Address goodsamshelter@gmail.com

1. APR Subrecipient Report

Generate an APR Subrecipient Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report. Domestic violence programs should generate comparable reports from a HMIS-comparable database.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
Unduplicated number of homeless persons or persons at imminent or at risk of homelessness to be served	250		
Number of unsheltered homeless persons entering shelter	100		
Number of homeless persons entering permanent housing (placed into units)	100		

Performance Measures - Overall

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
% of individuals successfully placed in permanent housing	40%						
% of adult participants gaining new or increasing cash income at project exit	15%						
% of adult participants increasing non-cash benefits at project exit	70%						
% of project participants who move into permanent housing remaining housed at 1 year	90%						

EXHIBIT E
Indemnification and Insurance Requirements
(For All Contracts with Good Samaritan)

INDEMNIFICATION

CONTRACTOR 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. CONTRACTOR'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

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR, its 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – 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 CONTRACTOR 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 CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'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 the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR 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.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

8. **Verification of Coverage** – CONTRACTOR shall furnish the 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **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 CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **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. CONTRACTOR 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 F

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 ERF Program funds be incurred or obligated by any party 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; the Federal Statutes; the Federal Regulations; the State 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 Congressional 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 grant 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 and building codes, as applicable.
- 2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
- 3) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section VIII, PERSONNEL AND PARTICIPANT CONDITIONS.
- 4) 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.
- 5) 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.
- 6) 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.
- C. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR Part 200 Subpart F.

8. Monitoring Grant Activities

- A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State ERF 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 ERF 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 information, 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 ERF program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all ERF monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State ERF 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. Prevailing Wages

- A. 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 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the SUBRECIPIENT and a licensed building contractor, SUBRECIPIENT shall serve as the "awarding body" as defined in the Labor Code. Where the SUBRECIPIENT will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body".
- C. The construction contract and any amendments thereto shall be subject to the prior written approval of the COUNTY. Prior to any disbursement of funds, including but not limited to release of any final payment, the COUNTY may require a certificate from SUBRECIPIENT that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

14. Eligible Activities

- A. State ERF funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibits A and B as permitted under the State regulations.

15. Core Practices

All ERF-funded activities shall operate in a manner consistent with the requirements of Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq., including, but not limited to, use of a homeless coordinated entry system, housing first practices, and progressive engagement practices.

16. Core Components of Housing First

All ERF-funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code, Division 8, Chapter 6.5, section 8255, subdivision (b), 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.

17. Reporting and Recordkeeping

- A. By January 20, 2026, 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 month, SUBRECIPIENT shall deliver to COUNTY an ERF Program Financial/Invoice Report, in the form attached hereto as Exhibit C, on or before the 15th day following the close of the previous month, setting forth its activities for the previous 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. A close-

out-of-grant report shall be submitted within fifteen (15) days after the end of the reporting period.

- C. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with an ERF Program Quarterly Status Report, in the form attached hereto as Exhibit D, on or before the 15th 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.
- D. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ERF data elements and complies with all Federal and State data and technical Standards). SUBRECIPIENT shall collect all program data elements using the HMIS and comply with all reporting requirements.
- E. 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.
- F. SUBRECIPIENT shall submit required reports on forms approved by the County.

EXHIBIT G

Encampment Response Protocol

I. Guiding Principles

It is not safe or healthy for people to live unsheltered. The community must compassionately and constructively provide pathways to shelter and wellness for those living in encampments. This protocol addresses responses to existing homeless encampments and is intended to serve as just one part of the County's larger strategies to address homelessness. An accompanying comprehensive Encampment Resolution Strategy addresses other needs to move toward a successful resolution of encampments: increased access to shelter, leveraging long-term subsidies, new temporary and permanent housing units, robust outreach and engagement, and sustained funding. Other County policies address the needs of specific populations and how those populations are connected to services and housing.

The Phase II Community Action Plan to Address Homelessness is the guide to how the region addresses homelessness. It is guided by a core set of principles that serve as the foundation and create a culture of focusing on solutions to end homelessness. These guiding principles have informed the development of this protocol:

- Respond with urgency
- Provide community with regular and ongoing communication
- Promote cross-sector collaboration and collective support
- Incorporate those with lived experience at all levels of planning, protocol, and implementation
- Embrace best practices and be housing-focused
- Utilize objective data to drive decision making
- Support homeless services providers and value their contribution
- Maintain transparency and accountability at all levels of decision making
- Commit to ongoing performance management and process improvement

The following principles, specific to addressing encampments, have also informed the development of this protocol:

- It is not safe or healthy for people to live unsheltered.
- Adequate safe, accessible, and supportive shelter and housing of all types, including permanent supportive and affordable housing, is the solution to homelessness.
- Low-barrier pathways to permanent housing (including, but not limited to: emergency shelter, bridge housing, and rapid rehousing) are the best solution to addressing encampments.
- People may sleep and live in encampment settings alone or as a collective for many reasons, including a sense of community and safety.
- Community member concerns about encampments within their neighborhoods, including those related to health, sanitation, and safety.
- The County must balance the interests of unsheltered residents with the interests of other community residents.

II. Purpose

The purpose of this homeless encampment protocol is to provide increased clarity and coordination around all aspects of encampment responses for property owned and/or controlled by Santa Barbara County. All interventions will include health and safety measures, and will be based on health and safety risks, available resources, and capacity. The use of this protocol will help ensure:

- Defined roles and responsibilities;
- Coordination and management of limited resources;
- Prioritized approach to address encampments based on defined criteria;
- Consistent application of procedures; and
- Data collection and established metrics to measure the effectiveness of reducing encampments.

III. Definitions

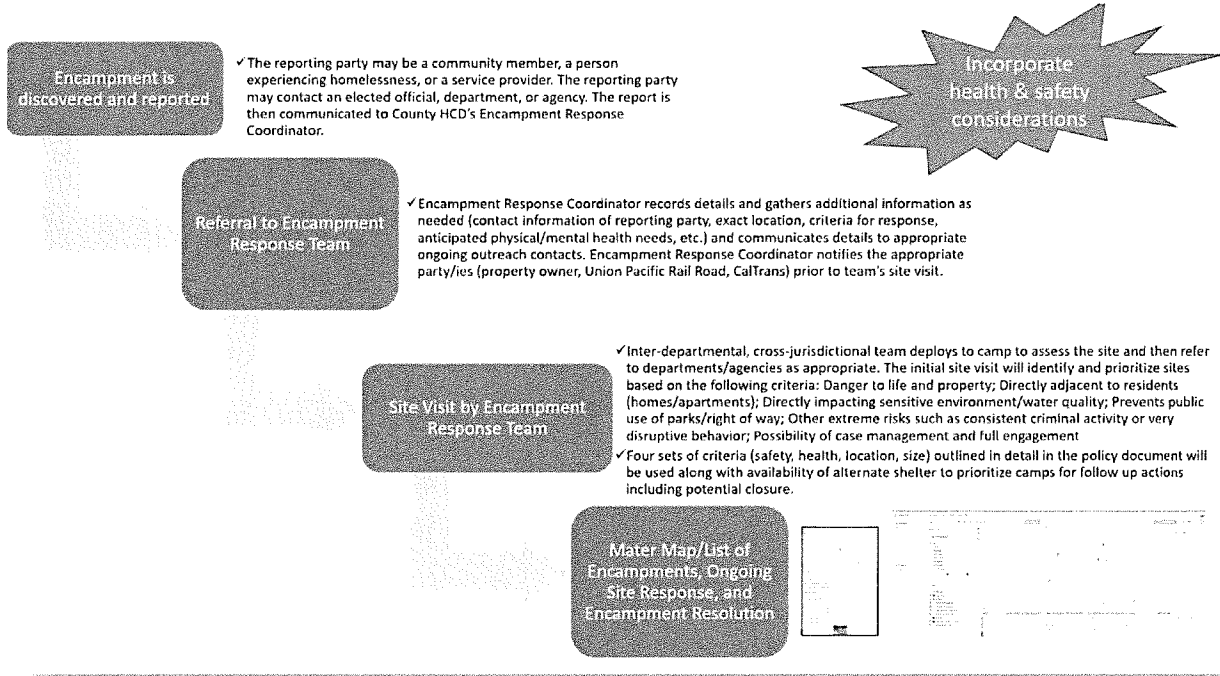
- Emergency shelter: any facility, the primary purpose of which is to provide temporary or transitional shelter for persons without housing in general or for specific populations.
- Encampment: Homeless encampments are locations where one or more persons without housing live in an unsheltered area. These encampments can be found on properties owned by private individuals or companies or owned by local, state, and federal governmental agencies.
- Unsheltered homeless persons include people who live in places not meant for human habitation, such as the streets, campgrounds, undeveloped properties, abandoned buildings, vehicles, or parks.
- Sheltered homeless persons are people who are staying in emergency shelters, transitional housing programs, or safe havens.
- Mainstream resources: publicly funded programs that provide services, housing, and income supports (ex: financial assistance, health care, mental health care, substance use disorder treatment programs) to all eligible persons, not dedicated to homelessness

IV. Scope

This protocol applies countywide to practices when addressing homeless encampments located specifically on property owned or controlled by Santa Barbara County or its organizational units, such as dependent special districts. County assistance to other public agencies to address encampment located on property owned or controlled by those agencies is beyond the scope of this policy. Similarly, encampments located on private property may be referred to the Sheriff's Office but are beyond the scope of this policy.

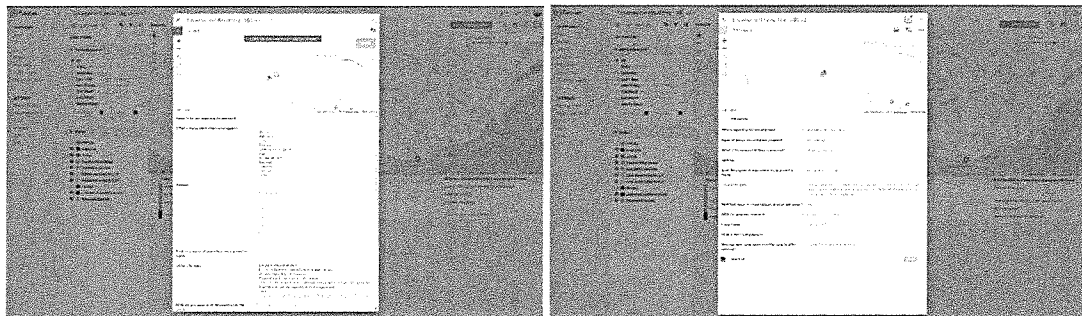
V. Policy

Process for Responding to Encampment Reports

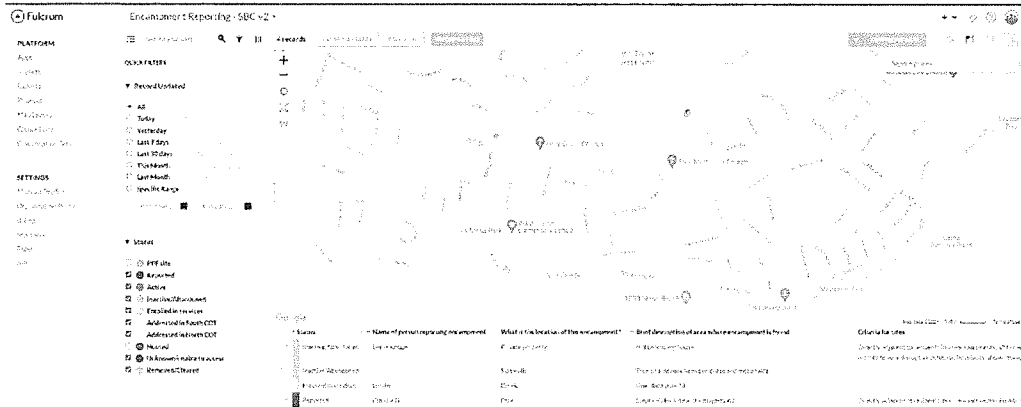


Ending the homelessness crisis will require a coordinated regional vision backed by intense one-on-one engagement and more investment in shelter and housing. However, there are times when a more intensive focus on specific encampments is warranted. This includes scenarios when there are significant health and safety concerns for those at the encampment, or areas being closed off and creating displacement. Until we have more housing, we need to prioritize strategies addressing unsheltered homelessness that are humane, invest limited resources wisely, and address the root causes of the homelessness crisis, rather than perpetuate a broken cycle and move people around at great cost to taxpayers without actually reducing homelessness.

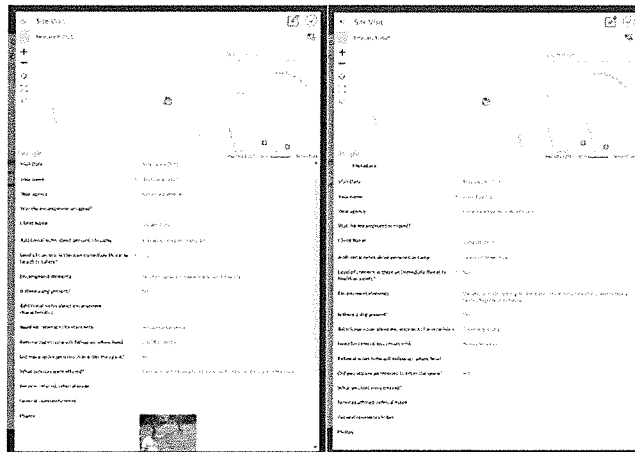
- 1. Encampment is discovered and reported:** The reporting party may be a community member, a person experiencing homelessness, or a service provider, and may be communicated via reporting software, phone, or e-mail. The reporting party may contact an elected official, department, or agency. The report is then communicated to the Encampment Response Coordinator.
- 2. Referral to Encampment Response Team:** Encampment Response Coordinator records details and gathers additional information as needed (contact information of reporting party, exact location, criteria for response, anticipated physical/mental health needs, etc.) and communicates details to appropriate ongoing outreach contacts. The Encampment Response Coordinator will determine ownership and control of the property. Encampments determined to be located on private property will be referred to the Sheriff’s Office. Encampments located on property owned or controlled by other, non-County public agencies will be referred to the appropriate public agency. This protocol does not prevent the County from assisting those non-County public agencies in their response to the encampments, but any such assistance is beyond the scope of this policy. If notice to or authority or permission are necessary prior to a team’s site visit, the Encampment Response Coordinator will notify the appropriate party/ies and acquire the necessary authority or permission.
- 3. Site Visit by Encampment Response Team:** Inter-departmental, cross-jurisdictional team deploys to camp to assess the site and then refer to departments/agencies as appropriate. The initial site visit will identify and prioritize sites based on the criteria outlined in the following section. The criteria (safety, health, location, size) outlined in detail below in this protocol document will be used along with availability of alternate shelter to prioritize camps for follow up actions including potential closure.



- 4. **Master Map/List of Encampments:** Encampment Response Team and ongoing outreach representatives utilize mapping software to accurately report camp and track outreach efforts. The Encampment Response Team will add the site to the mapping software during the initial site visit and assessment. The Encampment Response Coordinator maintains a master list of encampments considered for interventions in the region. The list will include information about the encampments relating to the four criteria below: safety, health, location, size.



- 5. **Ongoing Site Response:** Based on encampment response team’s determination of intervention(s) needed, representatives deploy to camp for: continued site monitoring, education on safety measures including vaccination protocol, and case management and shelter opportunities.



- 6. **Encampment Resolution:** The Encampment Response Coordinator will work with the Encampment Response Team to monitor/review/update the map/list and recommend which encampments should be prioritized for interventions described in the following sections.
 - a. Encampment Response Team will consider the availability of shelter or housing opportunities, as well as other necessary resources.
 - b. Encampment Response Coordinator manages available resources and outreach/homeless services/case management, temporary health and safety measures, debris pick-up, and cleaning interventions as described below.

- c. Encampment Response Coordinator presents recommendations for closure/removal (including plan and resources available) to the CSD director for approval. The CSD director will consult with County's Chief Executive Office or designee if needed.
- d. As appropriate, the Encampment Response Coordinator will ensure that an after-action report is written to provide data on overall housing placements, service offered, other accomplishments, effective best practices used, and lessons learned.

VI. Responsibilities

Roles and responsibilities of Encampment Response Team

Representatives from various departments will assess the site and refer to departments/agencies as appropriate:

- Encampment Response Coordinator: The Encampment Response Coordinator will track reports of encampments, deploy the response team, coordinate interventions, and plan logistics when closure is recommended. Encampment Response Coordinator deploys field team, monitors mapping app, and coordinates follow-up actions.
- Public Health to determine immediate health response needs
- Fire to assess fire and life safety hazard, provide education about fire risk, and enforce fire codes (may be categorized as preparedness and suppression)
- Law enforcement to confirm site is safe to approach, remain to ensure peace-keeping, address significant criminal activity
- Outreach staff from homeless services agencies contracted with the County to determine case management/housing navigation needs

Criteria: Assessing Encampments for Interventions

The County Community Services Department assists in prioritizing sites and service providers are expected to have regular engagement with persons at those sites in order to mitigate health and safety concerns. The primary goal is to urgently assist the persons living in the encampment access shelter and housing and to ensure protection of the health and safety of the broader community. *The following sets of criteria (safety, location, health, size) will be applied when determining if, and when, any or all of the interventions listed in this protocol are warranted. The list below is not exclusive; additional criteria may be applicable depending on site conditions.*

Safety

- Objective hazards to occupants of an encampment such as proximity to moving vehicles and steep slopes.
- Generating many calls for service to emergency responders, including law enforcement response due to criminal activity, disruptive behavior, or other activities that pose risk to individuals and/or the community at-large.
- Difficulty in extending emergency services to the site due to factors such as location or density of the encampment itself.
- Fire hazards, including potential and actual fire activity.

Location

- The proximity of the encampment to community resources including but not limited to schools, health centers, senior centers, etc.
- Preventing public access, e.g. blocking a sidewalk.
- Preventing access to public spaces such as parks, preventing public use and incurring (1) loss of revenue from the park location being unavailable for rentals or RV camping and (2) expense of fencing, lights, security, etc.
- Imminent work scheduled at the site for which the encampment will pose an obstruction.
- Damage to environmentally sensitive areas.
- Neighborhood impacts.
- Damage to public infrastructure.

Health

- Excessive quantities of garbage, trash, or debris.
- Uncontrolled presence of needles, human waste, or other hazardous material.
- Vector hazards (e.g. rats).
- Other active health hazards to occupants or to the surrounding neighborhood.
- Risk to environmentally sensitive areas (e.g. water quality).

Size

- The size of the encampment (number of residents and/or footprint of camp) is having a disproportionate impact on its surrounding neighborhood.
- The size of the encampment is creating unsafe conditions for the occupants.

Other Considerations

The criteria used for assessing an encampment must be flexible and may take into consideration criteria outside of those listed above. These circumstances may include:

- Development of a quickly emerging new, large encampment.
- Change in circumstances of an existing encampment related to health, safety, location or size.
- Regional impact, staff capacity, and funding in addressing encampments throughout the county.
- Any circumstances not considered in the criteria (determined by proactive steps such as identifying/mapping/communicating details about such areas), sudden public health emergencies, emergency construction projects in encamped areas, state or other regulatory requirements or environmental challenges like fire and/or flood danger.

Encampment location or other factors may require engagement with departments/agencies beyond the Encampment Response Team and designated vendors. The list below attempts to describe other department roles. Each encampment may have unique challenges that cannot be foreseen. While not an exhaustive list, those noted below may be engaged for additional encampment response as follows:

- Department of Agriculture/Weights & Measures-Pesticide enforcement: If encroachment of encampments to nearby agricultural production fields create a potential for exposure to pesticides and chemical applications or obstruct growers from conducting their normal farming practices, County AGWM inspectors may need to be notified/consulted depending on intervention(s) needed.

- Department of Social Services: On-site enrollment in programs by eligibility workers. Adult Protective Services may need to engage when a person is encountered that may require assistance.
- Fire: Inspection team may provide ongoing fire evaluation and education (may be categorized as preparedness and suppression), note and address challenges due to fire and life safety threats.
- General Services: Clean-up abandoned camps/post notification to vacate site on County-owned public property where maintained by General Services.
- Contracted homeless services agency(ies)/provider(s): Contracted agencies/providers scope of service and budget may include ongoing case management/housing navigation services through rapport-building, enrollment in services, and work with clients to verify eligibility for housing interventions in order to secure appropriate placements and retention. The County's Coordinated Entry System (CES) is a community-wide system to standardize and expedite the process by which people experiencing homelessness, or who are at risk of homelessness, access housing and homeless resources. Through CES, people experiencing homelessness will be matched to services and housing based on their preferences and level of need.
- Law enforcement: Officers may focus on providing safety of all on scene and monitor closed sites for regrowth/growth.
- Multi-Disciplinary Team/Co-Response Team (Public Defender, Behavioral Wellness, Public Health): MDT will focus on high utilizers of multiple systems that lack adequate supports or stability to enter low barrier sheltering due to their condition (past history, mental illness, addiction, etc.). Through intensive supportive outreach efforts, linked to needed resources provided by the partners, targeted clients will be provided immediate and emergency assistance, with an emphasis on low barrier sheltering and intensive case management services to ultimately achieve stable housing through on-going support.
- Parks: If encroachment of encampments create potential park hazards, Parks staff may need to be notified/consulted depending on intervention(s) needed.
- Public Health and/or Behavioral Wellness: Physical and Mental health/Behavioral Wellness providers may complete assessments, including a review of substance use activities (a brief health screening by a case manager or other designated staff person, to include referral to services, and identify any potential communicable illness/disease in order to swiftly treat the affected person and take measures to prevent the spread of any illness within the camp). If a resident is ill or concerned about illness they can be provided education on infection prevention and medical care options. Environmental Health Services may also be deployed depending on the need.
- Public Works – Project Clean Water, Flood Control District, Transportation: Issues for Project Clean Water are pollution to creeks/ocean on any property (public or private). Issues for Flood Control District are camps located on District property or within a creek or flood control channel and at risk of flood flows. Issues for Transportation are camps located in the transportation corridors and public road rights of way.

Interventions to Address Encampments

There are at least five interventions the County may take in regards to an encampment located on property owned or controlled by the County or one of its organization units, such as a special dependent district. Alternatively, the County could take no action other than continue to monitor. The active interventions may include but are not limited to:

1. Engage outreach/homeless services/case management:

Consider capacity and availability of alternative transitional/temporary shelter/sites as service providers work with clients to verify eligibility for housing interventions in order to secure appropriate placements and retention.

2. Enact temporary health and safety measures

Provide services to address the immediate health and safety needs of persons at an encampment and surrounding neighbors such as barriers to protect campers from traffic, portable toilets and wash stations, regular garbage pick-up.

3. Activate debris pick-up or cleaning

Schedule collection of debris associated with or near encampment. Consider capacity of and cost to local waste management service sites and landfills.

4. Initiate closure/removal

Remove the encampment and using enforcement or other interventions (ex: re-planting vegetation, warning signage, regular outreach) to prevent re-encampment. Consider availability and location of temporary shelter or triage facilities. When closure/removal is the recommended intervention, it is critical for all responding parties to be aware of the steps outlined in this protocol document. See Appendix for detailed closure/removal protocol.

Appendix: Protocol for Closure/Removal of Encampment

Identifying or providing alternate shelter before removing non-obstructing encampments

Prior to removing an encampment, the County must document offers of available, accessible housing or other shelter for encampment occupants. The alternate shelter shall be available to the encampment occupant starting on the date an encampment removal notice is posted and shall continue to be available until the encampment removal is completed. A daily list of shelter and housing alternatives will be maintained by Encampment Response Coordinator and shared with other staff as needed. The alternate shelter may include linkages to housing programs and shelter programs with or without day programs. Offers of shelter shall be made on an individual basis and, to the extent possible, be based on the individual needs of each encampment occupant. In making offers of shelter, the County shall consider any applicable local, state or federal statute, case law, order or other guidance related to shelters and public health and safety. In making offers, the County shall also consider the eligibility or admittance criteria for a particular shelter. The County shall, to the extent possible, ensure that the individual offeree can satisfy the admittance criteria that may apply to the shelter offered. Information about warming and sobering centers may be provided as additional information only but shall not be considered to satisfy the requirement to offer alternate shelter.

Encampment removal and notice requirements

A notice shall be posted by the entity responsible for the property being closed/cleared, with the Encampment Response Team, on or near each tent or structure that is subject to removal stating: (1) the day the notice was posted; (2) the date the removal is scheduled; (3) the time range in which that date's removal will commence, which range may be no more than four hours; (4) where personal property will be stored if removed by the County; (5) how personal property may be claimed by its owner (6) the date when stored items will be disposed of; and (7) contact information for an outreach provider that can provide shelter alternatives. If individuals are present at the encampment, verbal notice and written notice shall if reasonably possible, be given to the individuals that the encampment is subject to removal as provided for in the posted notice. The notice shall be posted no fewer than 72 hours before an encampment removal and shall provide a removal date no more than 7 days after the notice posting date. If the action to physically remove the encampment is not commenced by the County within the removal date and time range provided in the notice, the County shall repost notice of the encampment removal before removal may occur. The County may diligently pursue to completion a removal properly commenced during the removal date and time range. The notice shall be printed in English, Spanish, and any other language the County determines would further the purpose of the notice. Nothing in this section shall prohibit the County from posting notice that the removal of a large encampment will occur over a period of several days, provided each day's operations start during the period identified in the notice. Some encampment sites include tents and structures separated by infrastructure such as off-ramps; removal operations may proceed through such sites so long as they start on some portion of the sites within the times specified on the notice. Posting of noticed shall be video-recorded by the posting officer(s) and saved/stored based on department protocol (currently a minimum of 3 years).

Outreach for encampment removals

Should shelter or other housing be available, it will be communicated to the occupants by the Encampment Response Team representatives or designated outreach/shelter staff in advance of the closure. Encampment Response Team representatives or designated outreach/shelter staff shall visit

each encampment site at least once daily between the time that notice of removal is posted and the scheduled removal date; if the encampment dweller is present, visits may include sorting items for clearing/storage. Encampment Response Team representatives or designated outreach/shelter staff shall be present at the commencement of removal activities on the date an encampment removal is scheduled to start according to the posted notice and shall be available to offer shelter alternatives and other services (transportation, basic needs) until the encampment removal is completed. Encampment Response Team representatives or designated outreach/shelter staff may leave an encampment removal operation after outreach services have been refused by all people present at the site. Encampment Response Team representatives or designated outreach/shelter staff shall return to a site if an individual requests services before the encampment removal is completed.

Storage of personal property removed from an encampment

The party(ies) removing the camp, designated by the County, shall offer to store personal property (when removing obstructions and immediate hazards, or when removing encampments). The County has no obligation to store personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to become a hazard during storage (for example, wet bedding materials). At the time of closure/removal of encampment, the County will make a cart with lock for personal storage available to each person residing in the encampment. Items will be packed by the owner, supervised by the County contractor. The contractor will relocate the storage cart to a secure site, and the property owner shall be notified how to access property. A contracted service provider would be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items would be disposed of.

Encampment Response Coordinator shall identify the site and the date of the encampment removal on a County web page. The notice posted on the webpage shall identify: (1) the dates personal property was removed from the site; (2) if the personal property was stored; and (3) how the stored personal property may be claimed by its owner. This notice shall not be removed by the County for a minimum of 10 days. The County shall maintain a log of personal property removed from an encampment. Personal property that is not recovered after 90 days from and including the day the property was stored may be discarded or donated by the County.

Encampment site cleanup

All County personnel, vendors, outreach workers, and other personnel necessary for an encampment removal and cleanup shall be present at the start of an encampment removal, and actions shall be video-recorded. The County shall take reasonable steps to segregate personal property (e.g. clothing) from material that is not personal property (e.g. park bench), provided the segregation does not pose a danger to the individual segregating the personal property from the other material. Tents and structures that were not previously posted with a notice but are in the immediate area of tents or structures that were posted with a notice may be removed if the tent or structure was placed in the immediate area after notices were posted. All personal property that is removed from the site shall be stored as provided for in the previous section of this document and may be recovered as provided for a subsequent section of this document. The County/contracted vendor may remove and dispose of personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to

become a hazard during storage (for example, wet bedding materials). When a person refuses to leave the camp at the point of closure and all protocols have been followed regarding offers of alternative shelter and personal property, the matter may be referred to the Sheriff's Office. The Sheriff's Office will assess and determine next steps to gain compliance for the removal of the encampment.

If feasible given the location, fencing shall be considered for a minimum of 10 days in order to prevent re-encampment in the area. The Encampment Response Team will attempt to revisit closed areas to prevent a reoccurrence of an encampment whenever possible. A reoccurrence may require the posting process begin again.

Post-encampment removal notice

A notice shall be prominently posted to fencing installed at the site where an encampment has been removed and the site cleaned up. The notice shall state: (1) the date the cleanup was performed; (2) whether personal property was stored by the County; (3) where the personal property is stored; (4) how any stored personal property may be claimed by its owner; (5) the date when stored items will be disposed; and (6) contact information for outreach personnel who can assist individuals with shelter alternatives and other services. This notice shall not be removed by the County for a minimum of 10 days. The department organizing the cleanup shall, within 2 business days of the cleanup, send electronic documentation of the cleanup to Encampment Response Coordinator in the format required for recording and updating the encampment record in Fulcrum.

Recovering stored personal property

Individuals claiming that personal property has been removed from an encampment may contact Encampment Response Coordinator, who will inform the individual how the property may be recovered. The individual shall describe the personal property with particularity. No identification is required for an individual to recover the property. The log of personal property shall indicate who received the recovered property. A contracted service provider may be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items may be disposed of. Storage and recovery of personal property shall be at no cost to the individual that owns the property.