

CONTINUUM OF CARE PROGRAM SUBRECIPIENT AGREEMENT

BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER

Clean and Sober Living

THIS AGREEMENT, entered by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and Good Samaritan Shelter, a California not-for-profit public benefit corporation (hereinafter "SUBRECIPIENT"),

WITNESSETH THAT:

WHEREAS, the Continuum of Care Program (CoC Program) is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.) hereinafter called the "Act"; and

WHEREAS, the United States of America, through its Department of Housing and Urban Development (HUD) released a Notice of Funding Availability for the Fiscal Year 2013–Fiscal Year 2014 Continuum of Care Program Competition (CoC Program NOFA) on November 22, 2013; and

WHEREAS, COUNTY responded to the CoC Program NOFA by submitting an application for the Clean and Sober Living project (hereinafter "PROJECT") to HUD on February 3, 2014; and

WHEREAS, HUD notified COUNTY that its application for PROJECT was selected for funding on April 8, 2014; and

WHEREAS, SUBRECIPIENT operates PROJECT; and

WHEREAS, SUBRECIPIENT is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

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

1. DEFINITIONS

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

"Administrative Costs" mean the costs associated with the management, coordination, monitoring, and evaluation of PROJECT as specified in 24 CFR 578.59.

"Agreement" means this legally binding contract entered into by and between COUNTY and SUBRECIPIENT.

"Continuum of Care Program" ("CoC Program") means the program as described in 24 CFR Part 578.

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

“Homeless” is defined in 24 CFR 578.3, as may be amended, and means: (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C., § 5732a); section 637 of the Head Start Act (42 U.S.C., § 9832); section 41403 of the Violence Against Women Act of 1994 (42 U.S.C., § 14043e-2); section 330(h) of the Public Health Service Act (42 U.S.C., § 254b(h)); section 3 of the Food and Nutrition Act of 2008 (7 U.S.C., § 2012); section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C., § 1786(b)); or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C., § 11434a); all implementing regulations; and, all as may be amended; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

“Eligible Costs” mean costs eligible for payment under the CoC Program as specified in 24 CFR 578.39 - 24 CFR 578.63.

“Homeless Management Information System” (“HMIS”), as defined in 24 CFR 578.3, means the information system designated by COUNTY to comply with the requirements prescribed by HUD.

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

“Operating Costs” mean costs incurred by SUBRECIPIENT for the day-to-day operation of PROJECT as specified in 24 CFR 578.55.

“Operating Start Date” means the date that SUBRECIPIENT can begin incurring Administrative Costs and Operating Costs.

“Permanent Housing,” as defined in 24 CFR 578.3, means community-based housing without a designated length of stay.

“Permanent Supportive Housing”, as defined in 24 CFR 578.3, means Permanent Housing in which Supportive Services are provided to assist Homeless individuals with a disability to live independently.

“PROJECT” means the Clean and Sober Living project as described in the Project Application.

“Project Application” means the application submitted to HUD on February 3, 2014 for funding to operate PROJECT attached hereto and incorporated by reference herein as Exhibit A.

“Project Budget” means the budget for Eligible Costs set forth in Exhibit B to this Agreement attached hereto and incorporated by reference herein.

“Project Costs” mean any and all Eligible Costs, fees or expenses incurred in connection with PROJECT, including Administrative Costs and Operating Costs.

“Program Participant” means a Homeless individual assisted by PROJECT.

“SUBRECIPIENT” means Good Samaritan Shelter, a California not-for-profit public benefit corporation.

“Supportive Services” mean those services as defined in 42 U.S.C. § 11385 and 24 CFR 578.53, as may be amended, and provided by SUBRECIPIENT to assist Homeless individuals.

2. CONTRACT ADMINISTRATION

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

3. SCOPE OF SERVICES

A. SUBRECIPIENT will be responsible for providing sixteen (16) beds of Permanent Supportive Housing during the Time of Performance. Permanent Supportive Housing will be provided at the Clean and Sober Living homes located at 1404 North Lincoln Street and 1933 Elmwood Drive in Santa Maria, California as set forth in the Project Application.

- B. SUBRECIPIENT will administer PROJECT and perform the activities undertaken pursuant to this Agreement in compliance with all applicable federal, state, and local laws, ordinances, regulations, directives and guidelines governing PROJECT, and in a manner satisfactory to COUNTY.

4. TIME OF PERFORMANCE

This Agreement shall begin on the date executed by all parties to be effective as of February 1, 2014 (“Operating Start Date”) and shall terminate on January 31, 2015, subject to the termination provisions contained herein.

5. LEVELS OF ACCOMPLISHMENT – PERFORMANCE MEASURES

SUBRECIPIENT will meet the following performance measures during the term of this Agreement as specified in the Project Application:

- a) At least sixteen (16) individuals will be provided with Permanent Supportive Housing.
- b) At least ten (10) individuals will remain in Permanent Supportive Housing as of January 31, 2015 or exit to Permanent Housing during the Time of Performance.
- c) At least eight (8) individuals will maintain or increase their total income from all sources as of January 31, 2015 or when such individuals exit from PROJECT.

6. BUDGET AND COMPENSATION

A. COUNTY will pay SUBRECIPIENT an amount of money not to exceed the sum of Eighteen Thousand Six Hundred Fifteen Dollars (\$18,615), which payment shall constitute full and complete compensation for services provided hereunder. Funds under this Agreement shall only be spent according to the Project Budget, as specified in Exhibit B to this Agreement. The payments shall be used exclusively for Eligible Costs, including Project Costs.

B. Funding under this Agreement is subject to revision in accordance with the availability of grant funds provided to COUNTY by HUD upon the execution of a CoC Program Renewal Grant Agreement between COUNTY and HUD. Accordingly, COUNTY reserves the right to amend the amount of compensation set forth herein and the Project Budget in the event HUD amends funding available for PROJECT.

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

7. METHOD OF PAYMENT

A. COUNTY shall distribute funds to SUBRECIPIENT in accord with 24 CFR 578.85(c).

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

C. Invoices shall be submitted to COUNTY within the following time frames:

- i) For those Project Costs incurred before the date this Agreement is executed by all the parties, SUBRECIPIENT shall submit invoices to COUNTY within thirty (30) days of the date this Agreement is executed.

- ii) For those Project Costs incurred after the date this Agreement is executed by all the parties, SUBRECIPIENT shall submit invoices within thirty (30) days of the end of the quarter in which Project Costs were incurred.
 - D. Upon the submission of the Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as Exhibit C, together with proper support documentation for the Scope of Services described in Section 3 of this Agreement, COUNTY shall distribute funds to SUBRECIPIENT at least once per quarter. Payments may be contingent upon certification of SUBRECIPIENT's compliance with financial management system requirements in accordance with the standards specified in 24 CFR 84.21.
 - E. Expenditures made by SUBRECIPIENT in the performance of this Agreement shall be in strict compliance and conformity with the Project Budget.
8. WITHHELD PAYMENTS
- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to COUNTY are suspended or terminated, or if SUBRECIPIENT refuses to accept additional conditions imposed by HUD.
 - B. Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any of the provisions of this Agreement.
9. CLOSE-OUTS
- In addition to the requirements set forth in 24 CFR 578.109, SUBRECIPIENT agrees to complete all necessary financial close-out procedures required by COUNTY, within a period of not more than forty-five (45) calendar days from the termination or completion of this Agreement ("Financial Close-out Period"). COUNTY is not liable to provide reimbursement for any Project Costs incurred by SUBRECIPIENT prior to but not invoiced until after the expiration of the Financial Close-out Period. After the expiration of the Financial Close-out Period, those funds not paid to SUBRECIPIENT under this Agreement, if any, may be immediately reprogrammed by HUD.
10. FUNDING REDUCTION
- A. COUNTY reserves the right to revise this Agreement in the event that grant funds are reduced. In the event of a funding reduction, COUNTY may unilaterally reduce the Project Budget, in whole or as to a Project Cost, may limit the Time of Performance, and may restrict SUBRECIPIENT's use of both its uncommitted and its unspent grant funds.
 - B. In no event shall COUNTY be responsible for payment of Project Costs incurred by SUBRECIPIENT in excess of grant funds available resulting from a funding reduction.
11. FISCAL ACCOUNTABILITY
- A. SUBRECIPIENT agrees to manage grant funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible Project Costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122, and A-133.
 - B. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with Generally Accepted Accounting Principles and Standards. Further,

SUBRECIPIENT must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

- C. Claimed Project Costs shall only be deemed eligible for payment if they are supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at SUBRECIPIENT's main accounting office.
- D. Invoices shall be accurate and complete in all respects. COUNTY may reject invoices and require SUBRECIPIENT to correct or clarify invoices until deemed acceptable by COUNTY.

12. REVENUE DISCLOSURE REQUIREMENT

Upon request, SUBRECIPIENT shall file with COUNTY a written statement listing all revenues received, or expected to be received, by SUBRECIPIENT from federal, state, COUNTY, or city sources, or other governmental sources for PROJECT. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for PROJECT, and the full name and address of each governmental agency providing such funding.

13. MATCHING FUNDS AND JOINT FUNDING

- A. SUBRECIPIENT shall provide funds in at least the amounts specified in the Project Application and Project Budget plus any amount necessary to comply with matching requirements specified in 24 CFR 578.73. SUBRECIPIENT shall document all sources and uses of matching funds and/or in-kind donations and demonstrate the availability of said sources to COUNTY. Further, at the end of the Time of Performance, SUBRECIPIENT must demonstrate that it has met all matching requirements.
- B. COUNTY shall not pay for any Project Costs incurred by SUBRECIPIENT that are paid with other funds. If COUNTY determines that it has paid for Project Costs that have also been paid for with other funds, SUBRECIPIENT shall reimburse those funds to COUNTY.

14. INTEREST EARNED

In the event that SUBRECIPIENT earns or receives interest on funds deposited under this Agreement, SUBRECIPIENT shall remit any and all interest to COUNTY at the end of the Time of Performance.

15. PROGRAM PARTICIPANT DATA

SUBRECIPIENT shall maintain Program Participant data in HMIS. SUBRECIPIENT shall ensure that all required data elements collected from a Program Participant are inputted into HMIS. Such information shall be made available to COUNTY or its designees for review upon request. Failure to comply with HMIS reporting requirements may result in COUNTY withholding payment, in accordance with Section 8 of this Agreement.

16. NOTICES

All notices under this Agreement shall be served in writing. The notices to SUBRECIPIENT shall be sent to SUBRECIPIENT's representative at the following address or such other address as SUBRECIPIENT designates in writing:

Sylvia Barnard, Executive Director
Good Samaritan Shelter
245 Inger Drive, Suite 103B
Santa Maria, CA 93455

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

Director
County of Santa Barbara
Community Services Department
Housing and Community Development Division
105 E. Anapamu Street, Suite 105
Santa Barbara, CA 93101

17. INDEPENDENT CONTRACTOR

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

18. GRIEVANCE PROCEDURES

SUBRECIPIENT shall establish and implement a program for the resolution of any grievance or disagreement that a Program Participant may have with another Program Participant or with SUBRECIPIENT's employees regarding PROJECT. SUBRECIPIENT shall maintain documentation of all grievances. The documentation shall contain a description of the grievance and the resolution or disposition of said grievance. Said documentation shall be retained in a central dispute or grievance file, which file shall be made available to COUNTY upon request. SUBRECIPIENT shall provide a formal process for terminating assistance to a Program Participant who violates PROJECT requirements or conditions of occupancy in accordance with 24 CFR 578.91.

19. PROGRAM INCOME

SUBRECIPIENT may use any resident rents and occupancy charges received through PROJECT only in the manner specified in 24 CFR 578.97 and calculated according to 24 CFR 578.77 including any amendments thereto.

20. SUBCONTRACTS

A. For the purpose of this Agreement, any subcontracts under this Agreement must be approved by COUNTY in writing and may include purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services

subcontracts, and construction subcontracts. All subcontracts entered into in the performance of this Agreement shall:

- i) Be in writing.
 - ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
 - iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY.
 - iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- B. COUNTY's approval of any subcontracts under this Agreement shall not be construed as SUBRECIPIENT's compliance with federal, state, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights of COUNTY to challenge such subcontracts. COUNTY's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are allowable. Further, COUNTY's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontracts, nor shall COUNTY's approval of such subcontracts makes COUNTY a promisor, guarantor, or surety of SUBRECIPIENT's performance of the terms of such subcontracts.
- C. Under no circumstances shall SUBRECIPIENT enter into subcontracts the compensation for which is on a cost plus percentage basis.

21. PROJECT EVALUATION

- A. SUBRECIPIENT shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter financial and all other records pertaining to the performance of this Agreement to HUD and/or COUNTY.
- B. Evaluation may include but is not limited to a review of the effectiveness and impact of PROJECT and a review of the internal systems such as reporting tools, tracking systems and techniques developed by SUBRECIPIENT to serve Program Participants.

22. MONITORING

- A. COUNTY shall monitor SUBRECIPIENT's performance and may conduct PROJECT progress reviews at any time during the term of this Agreement. COUNTY shall provide written notice to SUBRECIPIENT for all visits, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by the SUBRECIPIENT under this Agreement.
- B. Facilities for the purpose of Subsection 22.A. above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going PROJECT functions. SUBRECIPIENT shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.

- C. Monitoring visits may consist of announced visits focusing on the extent to which PROJECT has been implemented, measurable goals achieved, and effectiveness of PROJECT administration and management.

23. FISCAL MONITORING

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where PROJECT is being conducted, controlled or advanced in any way, tangible or intangible. Said sites may include the home office, any branch office or other locations of SUBRECIPIENT if such site or the activities performed thereon have any relationship to PROJECT funded herein. COUNTY shall provide written notice to SUBRECIPIENT for all announced visits.
- B. SUBRECIPIENT shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT's staff will cooperate fully with authorized auditors when they conduct audits and examinations of PROJECT. A financial audit of SUBRECIPIENT's performance under this Agreement may be conducted at COUNTY's discretion.

24. AUDITS

- A. COUNTY may request a final financial audit for activities performed under this Agreement at or after the expiration of the Financial Close-out Period.
- B. In the event that SUBRECIPIENT spends an aggregate of Five Hundred Thousand Dollars (\$500,000.00) or more of federal funds in a fiscal year, SUBRECIPIENT shall have conducted at its own expense within nine (9) months after the close of SUBRECIPIENT's fiscal year, an audit in accordance with OMB Circular A-133.
- C. SUBRECIPIENT, no later than fifteen days after receipt of the final report resulting from an audit under the foregoing Subsection 24.B., shall submit a copy of the audit report to COUNTY.

25. AUDIT FINDINGS

- A. SUBRECIPIENT agrees that in the event that PROJECT is audited by independent auditors, COUNTY, or federal, state, or local agencies, SUBRECIPIENT shall be solely responsible for such finding(s) and complying with any required corrective actions. In the event that said findings have a fiscal impact on COUNTY, SUBRECIPIENT shall fully indemnify, defend and hold harmless COUNTY for the full amount of COUNTY costs resulting from said finding(s).
- B. If in COUNTY's judgment there are indications of misappropriation or misapplication of funds under this Agreement, COUNTY may require a special audit, and the cost of the audit shall be borne by SUBRECIPIENT and is not to be reimbursed from funds under this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit reveals that COUNTY reimbursed SUBRECIPIENT for disallowed or ineligible costs under this Agreement, COUNTY shall notify and provide SUBRECIPIENT the opportunity to justify said costs prior to a final determination of disallowed costs.
- D. Upon final determination of disallowed costs, if any, SUBRECIPIENT agrees to repay all said costs to COUNTY within sixty (60) days after issuance of the final determination.

26. DEOBLIGATION

In the event HUD deobligates COUNTY from all or part of grant funds as provided in 24 CFR 578.107(d), COUNTY may deobligate SUBRECIPIENT from all or parts of funds under this Agreement. Such event shall relieve COUNTY of all obligations to provide funds to SUBRECIPIENT under this Agreement.

27. RECORDS

A. SUBRECIPIENT shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters covered by any subcontract under this Agreement. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all agencies that may otherwise require the retention of such records.

B. SUBRECIPIENT shall comply with recordkeeping requirements specified in 24 CFR 578.103.

C. Expenditures shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.

D. At such times and in such forms as COUNTY may require, SUBRECIPIENT shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by any subcontract.

28. INSURANCE

Insurance coverage as set forth in Exhibit D to this Agreement attached hereto and incorporated by reference herein must be in full force and effect during the term of this Agreement.

29. INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit D.

30. COMPLIANCE WITH LAWS AND REGULATIONS

A. All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. SUBRECIPIENT further assures and certifies that it shall comply with all applicable laws, ordinances, regulations, directives and guidelines as they exist or may be amended.

B. Applicable laws, regulations, policies, and guidelines subject to the performance of this Agreement include but are not limited to: the Act; 24 CFR Part 578, including 24 CFR 578.99; the Notice of HUD's Fiscal Year (FY) 2013 Notice of Funding Availability (NOFA) Policy Requirements and General Section to HUD's FY2013 NOFAs for Discretionary Programs; the CoC Program NOFA; 24 CFR Part 5; the Flood Disaster Protection Act of 1973 (42 U.S.C., §§ 4001 et seq.); the Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 et seq.); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.); the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.); and, all

implementing regulations; the Conflict of Interest provision in 24 CFR 578.95; and OMB Circulars A-110, A-122, A-133; all as may be amended.

31. FACILITY OPERATING STANDARDS

SUBRECIPIENT must ensure that facilities in which services under this Agreement are provided are operated in accordance with 24 CFR 578.75, as may be amended.

32. ASSIGNMENT

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

33. LIMITATION OF CORPORATE ACTS

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

34. CONFLICT OF INTEREST

In addition to the conflict of interest requirements in 24 CFR Part 85 and 24 CFR 578.95, no person who is an employee, agent, representative, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to PROJECT, or who is in a position to participate in a decision-making process or gain inside information with regard to PROJECT, may obtain a personal or financial interest or benefit from PROJECT, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by Homeless individuals who also are Program Participants in policy or decision-making under 24 CFR 578.75(g) does not constitute a conflict of interest.

35. DISCRIMINATION

In addition to the requirements set forth in 24 CFR 578.93, no person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

36. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

SUBRECIPIENT shall make every effort to ensure that PROJECT shall provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, SUBRECIPIENT shall make every effort to employ residents of the area in which PROJECT is located and shall keep a record of the positions that have been created directly as a result of PROJECT.

37. NEPOTISM

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

38. RELIGIOUS AND POLITICAL ACTIVITIES

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

39. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply with the requirements of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that PROJECT and facilities in which PROJECT is conducted are accessible to and usable by persons with disabilities. SUBRECIPIENT further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. SUBRECIPIENT attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit E and incorporated by reference herein.

40. CITIZEN PARTICIPATION

SUBRECIPIENT shall promptly provide all data necessary for COUNTY to provide reports to citizens. SUBRECIPIENT representatives shall be available to respond to questions, attend meetings and receive recommendations when so requested by the Director of the County of Santa Barbara Community Services Department or his or her designee.

41. FEDERAL LOBBYIST REQUIREMENTS

A. SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and all implementing regulations, including 24 CFR Part 87, all as may be amended, from using federally-appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents. A Certification Regarding Lobbying is attached hereto as Exhibit F and incorporated by reference herein.

B. Failure on the part of SUBRECIPIENT or entities acting on behalf of the SUBRECIPIENT to fully comply with the Federal Lobbyist Requirements may be subject to penalties in addition to default provisions as set forth in Section 51 of this Agreement.

42. DEBARMENT

SUBRECIPIENT assures and certifies that it, its officers, and employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from receiving funds under this Agreement in accordance with federal regulations as contained in Executive Order Number 12549 and 2 CFR Part 2424 and any amendment thereto and with guidance contained in 2 CFR Part 180, as may be amended. SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a party that is similarly debarred or suspended from receiving funds under this Agreement. SUBRECIPIENT attests that it has adopted and is enforcing Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lowered Tier Covered Transactions consistent with the form attached hereto as Exhibit G and incorporated by reference herein.

43. LEAD-BASED PAINT

When acquiring or leasing property pursuant to this Agreement, SUBRECIPIENT shall comply with the requirements of all federal, State and local health and safety laws and environmental protection laws including but not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq.; the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C., 4851 et seq.; and Lead Exposure Reduction, 15 U.S.C. 2681 et seq.; and, all implementing regulations, including the regulations at 24 CFR Part 35; and, all as may be amended; by undertaking, or requiring the owner to undertake, to remove, encapsulate, or enclose lead-based paint and lead contaminated dust and soil. SUBRECIPIENT is precluded from leasing, using, or conducting PROJECT in structures where lead-based paint exists and abatement has not taken place.

44. ASBESTOS

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

45. PROJECT CHANGES

In the event that SUBRECIPIENT wishes to make significant changes to the approved PROJECT under this Agreement and any amendment thereto, COUNTY and HUD written approval is required in accordance with 24 CFR 578.105(b) prior to any and all changes. SUBRECIPIENT shall request all significant changes in writing to COUNTY and HUD. Significant changes include, but are not limited to:

- a) A change in SUBRECIPIENT;
- b) A change in site where PROJECT is being conducted;
- c) Additions or deletions in the Project Costs approved under this Agreement;
- d) A shift of more than ten (10) percent of funds from one Project Cost to another;
and
- e) A change in the category of Program Participants to be served.

46. BUDGET LINE ITEM CHANGES

In order to promote flexibility for PROJECT, SUBRECIPIENT may transfer up to ten (10) percent of funds from one Project Cost to another. To implement this type of transfer, SUBRECIPIENT must notify COUNTY in writing of the amount of funds to be transferred and the Project Costs affected. COUNTY will notify SUBRECIPIENT when the change has been approved by COUNTY.

47. AMENDMENTS

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

48. TIME OF PERFORMANCE MODIFICATIONS

In the event that SUBRECIPIENT requests a modification regarding the Time of Performance, COUNTY may grant Time of Performance modifications when those modifications:

- a) In aggregate do not exceed twelve (12) calendar months;
- b) Will not change PROJECT goals or scope of services;
- c) Are in the best interests of the COUNTY and SUBRECIPIENT in performing the scope of services under this Agreement; and
- d) Does not alter the amount of compensation under this Agreement.

49. WAIVERS

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

50. BREACH

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

51. DEFAULTS

Should SUBRECIPIENT fail to comply with the terms of this Agreement, COUNTY will provide written notice to SUBRECIPIENT identifying specific items of noncompliance. If SUBRECIPIENT fails to deliver an acceptable written response and work plan within fifteen (15) days, COUNTY reserves the right to:

- a) Reduce the Project Budget;
- b) Make changes in the Scope of Services of this Agreement;
- c) Place SUBRECIPIENT on probation status; and/or
- d) Suspend PROJECT operations.

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

52. SUSPENSION

If SUBRECIPIENT has not complied or is not complying with this Agreement, COUNTY may suspend the operation of this Agreement and/or reduce the funding available to SUBRECIPIENT under this Agreement for up to ninety (90) days upon three (3) days written notice to SUBRECIPIENT of its intention to so act.

53. TERMINATION

A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.

B. COUNTY may immediately terminate this Agreement upon the termination, suspension, or discontinuation of grant funds by HUD for PROJECT to be provided under this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

C. This Agreement may also be immediately terminated or suspended in COUNTY's sole discretion for actions and behavior by SUBRECIPIENT that undermines the integrity of PROJECT, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.

D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by SUBRECIPIENT under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.

E. 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.

F. Upon satisfactory completion of all closeout activities, and in accordance with Section 9 of this Agreement and Subsection 53.A. above, COUNTY shall determine the total amount of compensation that shall be paid to SUBRECIPIENT for any unreimbursed Project Costs set forth in the Project Budget that are reasonably and necessarily incurred in the satisfactory performance of this Agreement.

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

H. The foregoing Subsections 53.B., 53.C., 53.D., 53.E., 53.F., and 53.G. shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

54. SANCTIONS

If COUNTY or HUD determines that SUBRECIPIENT is not complying with this Agreement and all applicable federal, state, and local laws, ordinances, regulations, directives and guidelines governing PROJECT, COUNTY shall take action as specified in 24 CFR 578.107.

55. NOTICE OF TERMINATION
In the event that this Agreement is terminated, SUBRECIPIENT shall immediately notify all of its employees and Program Participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.
56. EFFECT OF LEGAL JUDGMENT
Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.
57. CHOICE OF LAW GOVERNING THIS AGREEMENT
This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.
58. CONTRACT
This Agreement consists of this document and Exhibits A through G which together constitute the entire understanding and agreement of the parties.
59. AUTHORIZATION WARRANTY
SUBRECIPIENT represents and warrants that the signatories to this Agreement are fully authorized to obligate SUBRECIPIENT hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.
60. NO THIRD PARTY BENEFICIARIES
There are no third party beneficiaries to this Agreement.

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

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
STEVE LAVAGNINO
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Renée E. Bahl
Interim Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

“SUBRECIPIENT”
GOOD SAMARITAN SHELTER

By: _____
Sylvia Barnard, Executive Director

By: _____
Anne Ruhge, Member, Board of Directors

By: _____
Jack Boysen, Chief Financial Officer

EXHIBIT A
Project Application

EXHIBIT B
Project Budget

Subrecipient: Good Samaritan Shelter
 Program Title: Clean and Sober Living
 Grant Number: CA0600L9D031306
 Time of Performance: February 1, 2014 – January 31, 2015

| Project Costs | Description | Amount |
|------------------------------|---|-----------------|
| <i>Operating Costs</i> | | |
| Maintenance/Repair | 0.2 FTE CSL Manager Salary (\$20,800) and benefits (25% of salary); household and cleaning supplies | \$12,020 |
| Property Taxes and Insurance | | \$0 |
| Replacement Reserve | | \$0 |
| Building Security | | \$0 |
| Electricity, Gas, and Water | Monthly utilities for two single-family homes | \$6,000 |
| Furniture | | \$0 |
| Equipment | | \$0 |
| <i>Administrative Costs</i> | | |
| Project Administration | | \$595 |
| Total Grant Funds | | \$18,615 |
| Matching Funds | | \$4,803 |
| Total Budget | | \$23,418 |

EXHIBIT C

Expenditure Summary and Payment Request (ESPR)

EXHIBIT D

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

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SUBRECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – SUBRECIPIENT shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUBRECIPIENT's obligation to provide them. SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

EXHIBIT E

**Certification Regarding Compliance with
the Americans with Disabilities Act**

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

SUBRECIPIENT is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations, all as may be amended.

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

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

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

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

Subrecipient: Good Samaritan Shelter

Grant Number: CA0600L9D031306

Authorized Representative: Sylvia Barnard, Executive Director

Signature

Date

EXHIBIT F

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and HUD's 24 CFR Part 87, all as may be amended, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

SUBRECIPIENT must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or entities acting on behalf of SUBRECIPIENT will comply with the Lobbyist Requirements.

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

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

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

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

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

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

EXHIBIT F (CONTINUED)

Subrecipient: Good Samaritan Shelter
Grant Number: CA0600L9D031306
Authorized Representative: Sylvia Barnard, Executive Director

Signature

Date

EXHIBIT G

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 2424, as all may be amended, Participants' responsibilities.

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person with whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of regulations implementing Executive Order 12549.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT G (CONTINUED)

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

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

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

Subrecipient: Good Samaritan Shelter
Grant Number: CA0600L9D031306
Authorized Representative: Sylvia Barnard, Executive Director

Signature

Date