

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA as**  
**ADMINISTRATIVE ENTITY FOR THE**  
**SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE**  
**AND**  
**New Beginnings Counseling Center**  
**Safe Parking Program**  
**State of California Homeless Emergency Aid (HEAP) Program**  
**& State of California Emergency Solutions and Housing (CESH) Program**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and NBCC, dba New Beginnings (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 324 E. Carrillo Street, Suite C, Santa Barbara, CA 93101, and is made with reference to the following:

**WITNESSETH THAT:**

**WHEREAS**, the Homeless Emergency Aid Program (HEAP) has been established by the State of California pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018); and

**WHEREAS**, the State of California Emergency Solutions and Housing (CESH) Program is authorized under State SB 850 (Stats. 2018, Ch. 48 §4) and operates under the requirements of Health and Safety Code, Part 2 of Division 31 Chapter 2.8, commencing with section 50490 and including sections 50490.1, 50490.2, 50490.3, 50490.4 and 50490.5; and

**WHEREAS**, the HEAP Program is administered by the California Homeless Coordinated and Financing Council ("Council") in the Business, Consumer Services and Housing Agency (BCSH); and

**WHEREAS**, Health and Safety Code section 50490.1 gives the State of California Department of Housing and Community Development (State HCD) the right to carry out the CESH Program; and

**WHEREAS**, the SUBRECIPIENT must adhere to all requirements and regulations for HEAP and CESH ("Program") as established by Council, BCSH, and State HCD (Herein called the "Agencies"); and

**WHEREAS**, the State provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and the April 8, 2019 CESH NOFA (HEAP and CESH NOFA's); and

**WHEREAS**, COUNTY qualifies as the Administrative Entity (AE), as defined in the HEAP and CESH NOFA's, to administer and distribute State HEAP & CESH funds allocated to the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"); and

**WHEREAS**, the COUNTY Community Services Department ("CSD") will act as the AE on behalf of the Santa Maria/Santa Barbara County Continuum of Care Service Area in the administration of this Agreement; and

**WHEREAS**, pursuant to COUNTY's Agreement with the State to perform all work required under the Program and also specified in the COUNTY's HEAP and CESH NOFA's, SUBRECIPIENT has been designated as an eligible and qualified SUBRECIPIENT for Program funds, and is awarded HEAP funds in the amount of Two Hundred Eighty Thousand Dollars (\$280,000) and CESH funds in the amount of Two Hundred and Three Thousand, Four Hundred Dollars (\$203,400) for a total of Four Hundred Eighty-Four Thousand, Four Hundred Dollars (\$483,400) for eligible activities in accordance with State regulations (Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), Chapter 2.8 (commencing with Section 50490) of Part 2 Division 31, 25 CCR Section 8409(b), and Welfare and Institutions Code Division 8, Chapter 6.5 8255(b)), to be used by SUBRECIPIENT to provide services as set forth in Section I of this Agreement for the Safe Parking Program (herein called the "PROJECT"); and

**WHEREAS**, PROJECT's time of performance will begin on March 1, 2020 ("Operating Start Date") through June 30, 2023. This Agreement terminates June 30, 2023; and

**WHEREAS**, any of the HEAP funds, Two Hundred Eighty Thousand Dollars (\$280,000), not expended by June 30, 2021 will no longer be available to the PROJECT and will be returned to the Agency and will revert to the State General Fund; and

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

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

**I. SCOPE OF SERVICES**

**A. General**

All services under this Agreement will be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services will be provided under the supervision of SUBRECIPIENT's Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT's and subcontractors' staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

**B. Services**

**1. Eligible Activities**

Activities funded by the Program are limited to the program components and eligible activities, as defined in State Regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b). Activities funded by the Program are also limited to the program components and eligible activities, as defined in Chapter 2.8 (commencing with Section 50490) of Part 2 Division 31 of the Health and Safety Code. All State-funded Program activities shall operate in a manner consistent with the requirements of 25 CCR Section 8409(b), referred to as "Core Practices" and Welfare and Institutions Code Division 8, Chapter 6.5 8255 (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.

**2. Services to be Provided**

SUBRECIPIENT shall be responsible for providing street outreach, mobile housing navigation services, rental assistance, emergency housing interventions and restorative policing in accordance with State Regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 and Chapter 2.8 (commencing with Section 50490) of Part 2 Division 31 of the Health and Safety Code,

and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b) and as set forth in Exhibit A.

**C. Staffing**

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with State Program funds, 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 or the State. SUBRECIPIENT represents and warrants that the services to be performed will 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 of SUBRECIPIENT 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 required by the State as set forth in Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b) and in the HEAP and CESH NOFA's.

**E. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT as set forth in Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and in the HEAP and CESH NOFA's. COUNTY may 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 State Program 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 State Program funds made available under this Agreement.

## II. TERM

### A. **Period of Performance**

This Agreement shall begin on March 1, 2020 (Operating Start Date) and shall terminate on June 30, 2023, unless suspended or terminated earlier or there are no funds available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date, March 1, 2020 shall be completed by June 30, 2023. Any of the HEAP funds, Two Hundred Eighty Thousand Dollars (\$280,000), not expended by June 30, 2021 will no longer be available to the PROJECT and will be returned to the COUNTY. If funds are unable to be reprogrammed by COUNTY funds will be returned to Agency and will revert to the State General Fund. Only CESH funds will be available between July 1, 2021 and June 30, 2023.

### 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. HEAP closeout will be completed within 30 days following HEAP termination date. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over State Program 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 PROJECT funded line items shall be as set forth in Exhibit B to this Agreement. 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 CSD and SUBRECIPIENT in accordance with Section VI.E.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the federal guidelines pursuant to Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b) and in the HEAP and CESH NOFA's. SUBRECIPIENT shall comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

SUBRECIPIENT further agrees to utilize State Program funds available under this Agreement to supplement rather than supplant funds otherwise available.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$483,400**. Any of the HEAP funds, Two Hundred Eighty Thousand Dollars (\$280,000), not expended by June 30, 2021 will no longer be available to the PROJECT and will be returned to the Agency and will revert to the State General Fund. Only the \$203,400 in CESH funds will be available between July 1, 2021 and June 30, 2023. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter SUBRECIPIENT may request reimbursement for its expenditures. SUBRECIPIENT shall submit a completed ESPR together with proper support documentation for services described in Sections I.A and I.B and 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 or billed 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 costs under this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct payment request. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit E.

**V. NOTICES**

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

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

**COUNTY**

Dinah Lockhart, Deputy Director  
County of Santa Barbara  
Community Services Department  
Housing and Community Development Division  
123 E. Anapamu St., Second Floor  
Santa Barbara, CA 93101  
Office: (805) 568-3520  
Fax: (805) 560-1091

**SUBRECIPIENT**

Kristine Schwarz  
New Beginnings  
324 E. Carrillo Street, Suite C  
Santa Barbara, CA 93101  
Office: (805) 963-7777  
Fax: (805) 963-8135

**VI. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with the terms of the award under California regulations, Chapter 5 (commencing with Section 50210) of Part 1 Division 31 and Chapter 2.8 (commencing with Section 50490) of Part 2 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), and Welfare and Institutions Code Division 8, Chapter 6.5 8255(b), ("State Regulations"), attached hereto and incorporated as Exhibit G, including the grant agreement, assurances in an application, or a notice of award and all other applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the State Program funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT will be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending Program funds provided under this agreement.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall at all times remain an independent contractor with respect to services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by federal, state, or local taxing agency, 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**

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

If this Agreement is executed on behalf of COUNTY by the County Purchasing Agent (or designee) or the Director of CSD (or designee) or both, the same duly authorized representative(s) shall execute any amendments to this Agreement in the same fashion subject to all other applicable requirements set forth herein. If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner except the Director of CSD or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each State Program-funded Budget line item in excess of ten percent (10%), provided that the overall amount of the Program funds is not increased; and (b) additions to or deletions of State Program funded line items in the Budget; provided that all expenditures are eligible pursuant to California regulations, Chapter 5 (commencing with Section 50210) of Part 1 Division 31 and Chapter 2.8 (commencing with Section 50490) of Part 2 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes

of 2018), 25 CCR Section 8409(b), and that the overall amount of the Program funds is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.

2. Administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

#### **F. Suspension or Termination**

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 576.501(c), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or State Regulations, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of State Program funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

##### **1. Termination by COUNTY**

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

- a. **For Convenience.** In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective 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 in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

2. **Termination by SUBRECIPIENT**

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. If the State 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 an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

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

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of State Program funds, based on performance measures used by the State regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), Welfare and Institutions Code Division 8, Chapter 6.5 8255(b), and the HEAP and CESH NOFA's. COUNTY will take action if COUNTY determines that SUBRECIPIENT is not complying with the federal or State Program requirements or this Agreement.

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. **Accounting Standards**

SUBRECIPIENT agrees to comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Cost Principles**

SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.



3. Program Income

Program income may be used by the SUBRECIPIENT to meet the cost sharing requirement of the State Program award, provided the costs are eligible Program costs that supplement the SUBRECIPIENT'S PROJECT.

4. Indirect Costs

SUBRECIPIENT receiving State Program funds may charge an indirect cost allocation to its grant under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the Program activity unless a higher limit for the indirect cost allocation has been previously approved.

5. Procurement

SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 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. In addition, SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6. 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.

7. Administrative Requirements

SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with its subparts and appendices. State Program funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT.

**B. Documentation and Record Keeping**

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required and described by State Regulations relating to the Program, including, but not limited to, State regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and the HEAP and CESH NOFA's, 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 Accounting Standards. SURECIPIENT 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 establishing that SUBRECIPIENT followed written intake procedures to verify "homeless" or "at risk of homelessness" status of project participants as defined in State regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and the HEAP and CESH NOFA's;

- b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of State Program funds for the performance of eligible activities;
- e. Financial records as required by 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- f. Other records necessary to document compliance with State regulations (Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), 25 CCR Section 8409(b), and Welfare and Institutions Code Division 8, Chapter 6.5 8255(b).

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided in accord with State regulations (Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018). Such data shall include, but not be limited to, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.
- b. SUBRECIPIENT shall participate in HMIS or maintain a comparable database in accord with State Regulations Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), and the HEAP and CESH NOFA's.

3. Retention

- a. 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 of the termination of this Agreement. 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.
- b. SUBRECIPIENT agrees that COUNTY, Agencies or their designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The SUBRECIPIENT agrees to provide the COUNTY, Agencies or their designees with any relevant information requested. The SUBRECIPIENT agrees to permit COUNTY, Agencies or their designees access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850 and program guidance documents published on the State's website.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing (hereinafter "Documents") produced, prepared or caused to be produced or prepared by SUBRECIPIENT, its

officers, employees, agents, representatives, contractors and subcontractors, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

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

6. Audits and Inspections

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 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

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

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

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, HUD or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the Program.

**C. Reports**

SUBRECIPIENT shall provide COUNTY with a Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of July, October, January, and April, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State.

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Nondiscrimination**

During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of this obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

**B. Employment Restrictions**

**1. Labor Standards Requirements**

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

**C. Conduct**

**1. Assignability**

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

**2. Contracts and Subcontracts**

**a. Approvals**

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 576.404, and State Conflict of Interest laws and guidelines, which include, but are not limited to, the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment.

No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

- c. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.
- e. The provision of any type or amount of State Program assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No SUBRECIPIENT may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under Chapter 5 (commencing with Section 50210) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018).
- f. 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 federal funds.
- g. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Program funds if a conflict of interest, real or apparent, would be involved.
- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to State Program-funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State Program-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State Program-funded activity, or with respect to the proceeds derived from the State Program-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of STATE, COUNTY, SUBRECIPIENT, or any designated public agency.

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

4. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- b. 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 Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph d. below 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 contractors and subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification: "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.C. 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."
- e. Award documents for any subawards shall include the language of paragraphs a, b, c, and d above.

5. Copyright

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

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

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

in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

6. Religious Activities

SUBRECIPIENT agrees that Program funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization. Pursuant to Section 8406 (b) (2) of the State Regulations, SUBRECIPIENT shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

7. Conditions for Religious Organizations

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

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

8. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, SUBRECIPIENT and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  1. The dangers of drug abuse in the workplace;
  2. SUBRECIPIENT'S policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs; and
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
  1. Will receive a copy of SUBRECIPIENT'S drug-free policy statement, and
  2. Will agree to abide by terms of SUBRECIPIENT'S condition of employment of subcontract.



9. **Child Support Compliance Act**

For any SUBRECIPIENT Agreement in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- a. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited, to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**IX. ENVIRONMENTAL CONDITIONS**

**A. Air and Water**

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. § 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 *et seq.*), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for construction purposes, including rehabilitation.

**C. Lead-Based Paint**

Per 24 CFR 576.403(a), SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations set forth in 24 CFR Part 35, subparts A, B, H, J, K, M, and R, that apply to all shelters assisted under the Program and all housing occupied by program participants. All owners, prospective owners, tenants and program participants occupying, possessing or using Program-assisted housing constructed prior to 1978 are required to be properly notified that such housing may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Exemptions from these requirements are enumerated in 24 CFR 35.115.

**D. Historic Preservation**

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 CFR Part 800, the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**E. Minimum Standards**

1. Emergency Shelters

SUBRECIPIENT agrees to comply with the requirements of 24 CFR 576.403(b) for emergency shelters with respect to structures and materials, access, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions and fire safety.

2. Permanent Housing

SUBRECIPIENT agrees to comply with the requirements of 24 CFR 576.403(c) for permanent housing with respect to structures and materials, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions and fire safety.

**F. 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 regarding the Work. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

**X. SEVERABILITY**

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

**XI. SECTION HEADINGS AND SUBHEADINGS**

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

**XII. WAIVER**

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

**XIII. ENTIRE AGREEMENT**

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

**XIV. REMEDIES NOT EXCLUSIVE**

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

**XV. TIME IS OF THE ESSENCE**

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

**XVI. NONEXCLUSIVE AGREEMENT**

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

**XVII. CALIFORNIA LAW**

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

**XVIII. EXECUTION OF COUNTERPARTS**

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

**XIX. AUTHORITY**

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

**XX. PRECEDENCE**

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

[Signatures on Following Page]

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

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

"COUNTY"  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg Hart, Chair  
Board of Supervisors

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

By:  \_\_\_\_\_  
Deputy Auditor-Controller

By:  \_\_\_\_\_  
George Chapjian  
Community Services Director

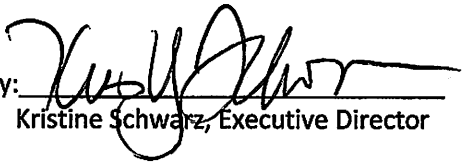
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

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

By:  \_\_\_\_\_  
Risk Manager

"SUBRECIPIENT"  
New Beginnings

By:   
Kristine Schwarz, Executive Director

By:   
Representative, Board of Directors