

CONTRACTOR AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
THE SALVATION ARMY SANTA BARBARA COMMUNITY INTEGRATION PROGRAM
Community Corrections Partnership Funding

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and The Salvation Army (herein called the "CONTRACTOR"), a California nonprofit organization, whose address is 423 E. Chapala St., Santa Barbara, CA 93101.

WITNESSETH THAT:

WHEREAS, RECIPIENT represents that it is specially trained, skilled, experienced and competent to provide the housing and services required by the COUNTY;

WHEREAS, COUNTY desires to retain the services of the RECIPIENT pursuant to the terms, covenants and conditions here set forth;

WHEREAS, PROJECT's time of performance will begin on July 1, 2021 ("Operating Start Date") through June 30, 2022; and

WHEREAS, any funds not expended by June 30, 2022 will no longer be available to the PROJECT;

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 RECIPIENT's Executive Director who shall ensure that the background and qualifications of RECIPIENT's staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

B. Services

1. Eligible Activities

Activities funded by the CCP Supportive Housing Program are limited to the program components and eligible costs activities, as defined under the CoC Program guidance for transitional housing and rapid re-housing in 24 CFR 578.37. Other activities may be eligible to provide the housing and supportive services necessary. Those items must be approved in writing by CSD prior to expenditure.

2. Services to be Provided

CONTRACTOR shall be responsible for providing case management, recovery support, housing navigation, housing relocation and stabilization services, transitional housing, and short-term rental assistance in accordance with 24 CFR 578.37 and as set forth in Exhibit A.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B, 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 CONTRACTOR or under CONTRACTOR's supervision. CONTRACTOR represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. CONTRACTOR 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. CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR to practice their professions.

D. Levels of Accomplishment – Goals and Performance Measures

CONTRACTOR 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 COUNTY and in the March 8, 2021 CCP NOFA Addendum.

E. Performance Monitoring

CONTRACTOR shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of CONTRACTOR as set forth in the agreement and in the March 8, 2021 CCP NOFA Addendum. COUNTY may monitor the performance of CONTRACTOR against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. CONTRACTOR'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 CONTRACTOR within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

II. TERM

A. Time of Performance

This Agreement shall begin on July 1, 2021 (Operating Start Date) and shall terminate on June 30, 2022, unless suspended or terminated earlier or there is no Realignment Plan Funding 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, July 1, 2021 shall be completed by June 30, 2022. Any funds not expended by June 30, 2022 will no longer be available to the PROJECT;

B. Close-outs

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

CONTRACTOR represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the federal guidelines pursuant to 24 CFR 578 and in the March 8, 2021 CCP NOFA Addendum. CONTRACTOR 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 CONTRACTOR's performance under this Agreement.

CONTRACTOR further agrees to utilize 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 **\$140,000**. The funds under this agreement are being funded by Public Safety Realignment (AB109) Funds. 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 CONTRACTOR may request reimbursement for its expenditures. CONTRACTOR 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 CONTRACTOR for allowable costs within thirty (30) days after receiving CONTRACTOR's complete and correct payment request. COUNTY's payments to CONTRACTOR are contingent upon certification of CONTRACTOR'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 F.

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

CONTRACTOR

Mark Gisler, Executive Director
The Salvation Army
Hospitality House
423 E. Chapala St.
Santa Barbara, CA 93101
Office: (805) 962--6281
Fax: (805) 899-2702

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with the requirements of 24 CFR 578.37 and 400. CONTRACTOR also agrees to comply with applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the Realignment funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between CONTRACTOR and COUNTY. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, CONTRACTOR 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, CONTRACTOR 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

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR. COUNTY and CONTRACTOR 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 CONTRACTOR from its obligations under this Agreement that are not changed by the amendment. CONTRACTOR 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 Budget line item in excess of ten percent (10%), provided that the overall amount of the CCP Program funds is not increased; and (b) additions to or deletions of funded line items in the Budget; provided that all expenditures are eligible pursuant to 24 CFR 578. 37 and 400. 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

COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with 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 CONTRACTOR to fulfill its obligations under this Agreement;
- Ineffective or improper use of Program funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill the obligations herein.

- a. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed

by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

- 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, unless the notice directs otherwise.
2. **Termination by CONTRACTOR**
Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at SUPRECIPIENT's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
 3. Upon termination, CONTRACTOR 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 CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain.
 4. If the State demands reimbursement from COUNTY for COUNTY's payments to CONTRACTOR due to CONTRACTOR'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, CONTRACTOR shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. **Accounting Standards**
CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR supplement the CONTRACTOR'S CCP program.

4. Indirect Costs

CONTRACTOR receiving Realignment (AB109) 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 CCP activity unless a higher limit for the indirect cost allocation has been previously approved.

5. Procurement

CONTRACTOR 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, CONTRACTOR 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

CONTRACTOR 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

CONTRACTOR 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. Program funds received by CONTRACTOR 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 CONTRACTOR or of any principal or member of CONTRACTOR.

B. Documentation and Record Keeping

1. Records to Be Maintained

CONTRACTOR shall comply with all reporting requirements of COUNTY and shall maintain all records required and described by State Regulations relating to the CCP 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 the March 8, 2021 CCP NOFA Addendum, and all other records that are pertinent to the activities to be funded under this Agreement. CONTRACTOR agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SURECIPENT 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 CONTRACTOR followed written intake procedures for referral from the Santa Barbara County Probation Department;
- b. Records providing a full description of each activity undertaken;
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of Program funds for the performance of eligible activities; and
- e. Financial records as required by 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

- a. CONTRACTOR shall collect and maintain client data demonstrating client eligibility for services. 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. CONTRACTOR shall enter all client data in the COUNTY's Homeless Management Information System (HMIS) for continuity across supportive housing programs.

3. Retention

- a. CONTRACTOR 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. CONTRACTOR agrees that COUNTY, Agency 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 CONTRACTOR agrees to provide the COUNTY, Agency or their designees with any relevant information requested. The CONTRACTOR agrees to permit COUNTY, Agency 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 agreement.

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

5. Disclosure

CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR within 30 days after receipt by CONTRACTOR unless a longer time period is agreed upon in writing by the COUNTY. CONTRACTOR 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), CONTRACTOR 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). CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

CONTRACTOR 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

CONTRACTOR 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, 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.

C. Reports

CONTRACTOR shall provide COUNTY with a CCP 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 additional reports be required, CONTRACTOR agrees to submit in a timely fashion in a manner and format approved by the COUNTY.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR agrees to comply with said Ordinance.

B. Employment Restrictions

1. Labor Standards Requirements

CONTRACTOR shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY.

C. Conduct

1. Assignability

CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 Alignment funds if the Contractor is not licensed and in good standing in the State of California.

b. Monitoring

CONTRACTOR 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. CONTRACTOR shall retain all written reports and submit such reports upon COUNTY's request.

c. Content

CONTRACTOR 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

CONTRACTOR 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

CONTRACTOR 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

CONTRACTOR 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. 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.

- a. Employees of the CONTRACTOR 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.
- b. The provision of any type or amount of assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by CONTRACTOR, or a parent or subsidiary of CONTRACTOR.
- c. CONTRACTOR 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.
- d. No employee, officer, agent or consultant of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by Public Safety Realignment (AB109) Funds if a conflict of interest, real or apparent, would be involved.
- e. No covered persons who exercise or have exercised any functions or responsibilities with respect to State CCP-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 CCP-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 CCP-funded activity, or with respect to the proceeds derived from the State CCP-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, CONTRACTOR, or any designated public agency.

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

4. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY and/or State, 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. CONTRACTOR 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.

5. Religious Activities

CONTRACTOR agrees that Realignment (AB109) funds provided being extended under this Agreement will not be utilized for inherently religious activities prohibited, such as worship, religious instruction, or proselytization. Pursuant to Section 8406 (b) (2) of the State Regulations, CONTRACTOR shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

6. Conditions for Religious Organizations

If CONTRACTOR 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, CONTRACTOR agrees that:

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

7. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR'S drug-free policy statement, and
 2. Will agree to abide by terms of CONTRACTOR'S condition of employment of subcontract.

8. Child Support Compliance Act

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

- a. The CONTRACTOR 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 CONTRACTOR, 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

CONTRACTOR 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.*), CONTRACTOR 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), CONTRACTOR 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 CCP-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

CONTRACTOR 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. Transitional Housing

CONTRACTOR agrees to comply with the requirements of 24 CFR 578 for transitional housing 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

CONTRACTOR 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). CONTRACTOR assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR 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.

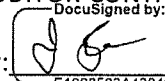
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

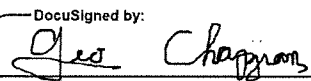
"COUNTY"
COUNTY OF SANTA BARBARA:

By: 
Deputy Clerk

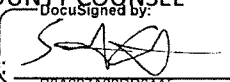
By: 
Bob Nelson, Chair
Board of Supervisors

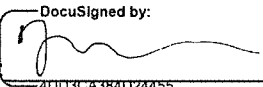
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: 
E1998503A4304B7
Deputy Auditor-Controller

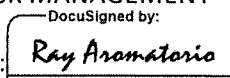
DocuSigned by:
By: 
518A633ACF994E8
George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: 
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Deputy County Counsel

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By: 
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Tanja Heitman
Chief Probation Officer

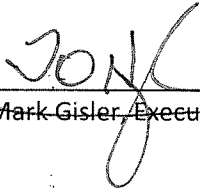
APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
By: 
D6788526E16E47F...
Risk Manager

The Salvation Army, a California corporation

"CONTRACTOR"

The Salvation Army

By: 

~~Mark Gisler, Executive Director~~

TERRY HUGHES

SECRETARY

EXHIBIT A

Scope of Services

Supporting Housing Services Project

Agency: The Salvation Army
Project Title: Santa Barbara Hospitality House Community Integration Program
Agreement Amount: \$140,000
Time of Performance: July 1, 2021 – June 30, 2022
Housing Type: Transitional Housing

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Contractor Agreement between the County of Santa Barbara ("COUNTY") and Salvation Army ("CONTRACTOR") as referenced in the Agreement. The purpose of this Scope of Services is an effort to approve funding for support housing for justice involved individuals reentering the community following a period of incarceration. The goal is to increase housing access for this population. The Salvation Army is proposing a 9 bed Transitional Housing project with supportive wrap around services for justice-involved persons through the reserve funding provided through Realignment by the Community Corrections Partnership, entitled the Santa Barbara Hospitality House (SBHH), to be located on the second floor of the existing TSA Hospitality House (HH) at 423 Chapala St. in Santa Barbara.

B. PROJECT DESCRIPTION

1. Purpose

The SBHH will be customized based on the needs and goals of the participant, with the case manager and participant working collaboratively to prepare an Individualized Service Plan (ISP) with detailed services, goals, and timelines for achieving objectives. Supportive services including life skills training, recovery support, transportation, and rental assistance to remove barriers to employment and prevent recidivism. Each participant will meet with Case Manager on a routine basis to review the ISP and determine if additional support is needed to assist them as they navigate their reintegration into society. The Case Managers will connect participants with appropriate resources in the community that will address these needs.

2. Services

a. General

All participants will be offered comprehensive and assertive one-on-one case management provided by a professional Case Manager. Case Managers will strive to build strong and trusting relationships that respect the current circumstances of each participant. Case management will be trauma-informed and strengths based with the long-term goal of developing participant independence and fostering a smooth reintegration into the community.

b. Case Management

It will feature a standardized comprehensive assessment; identification of barriers to housing stability and address criminogenic needs; development of an ISP; assistance with accessing services provided both in-house and by collaborating agencies within the County (including

health, mental health, and substance abuse treatment services; connection to education opportunities; and a plan for increasing income through access to mainstream benefits and employment

Case Managers will support and encourage participants as they work toward stability and learn to manage their lives according to their resources and abilities. Case Managers and participants will meet at a minimum of once a week, or more frequently if necessary, to monitor and document ISP progress. ISPs will be evaluated and adjusted as needed at these meetings

c. Recovery Support

Hospitality House (HH) currently hosts two NA/AA groups on-site weekly. There are also numerous community-based 12-step programs within a walkable distance from HH.

d. Transportation

Transportation for HHCP participants will be available through the free Easy Lift shuttle service between HH and the County Public Health Dept., Veterans Community Based Outpatient Clinic and the Dept. of Social Services. Bus tokens will be provided for medical and employment purposes for participants without income. As a key component of the program will be transported from jail at release to Hospitality House to immediately participate in intake and assessment.

e. Employment/Education

Case Managers will work with the Santa Barbara Probation Report and Resource Centers to connect participants to employment preparation and placement opportunities through their Work and Gain Economic Self Sufficiency, Drop-in Education, and Drop-in Employment programs. Case Managers will lead hands-on life skills courses on-site, covering budgeting, debt and financial management, self-care, nutrition, use of community resources, and other topics. HH staff are trained on a variety of evidence-based interventions including Motivational Interviewing, Cognitive Behavioral Therapy, Relapse Prevention Therapy, Seeking Safety/Trauma-Informed Treatment, Thinking for a Change, and Mindfulness. New HHCIP staff will also be trained in these techniques as part of their orientation and will employ them during interactions with participants.

3. **Staffing**

- a. SBHH to provide 1.5 FTE toward support and housing of participants. (See Budget for breakdown)

4. **Levels of Accomplishment**

a. Goals

CONTRACTOR will provide the following levels of services during the term of the Agreement:

Supportive Housing

	Goal
Unduplicated number of referred justice involved persons served	30
Number of instances of service (all services must be documented)	43,550

b. Performance Measures

CONTRACTOR will meet the following performance measures during the term of the Agreement:

Supportive Housing

	Goal
Unduplicated number of referred justice involved persons served	30
Number of instances of service (all services must be documented)	43,550
% of the unduplicated number who will achieve employment	35
% of ISP (Individual Service Plan) that will successfully completed	75
% of participants (not placed in PH before 120 days) that achieve a length of stay in transitional housing of 120 days	40
% of participants exiting to permanent housing	30
% reduction in recidivism as compared to like individuals without supportive housing as calculated by the Probation Department	25

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed in accordance with the CCP Notice of Funding Availability issued March 8, 2021 and in sufficient detail to determine the project’s progress in meeting the goals and performance measures as set forth in Section B.4. The COUNTY is requesting use of the Homeless Management Information System to provide continuity across supportive housing programs.

2. Report Schedule

Status Reports are due according to the following schedule:

Period	Due Date
July 1, 2021 – September 30, 2022	October 20, 2021
October 1, 2021 – December 31, 2021	January 20, 2022
January 1, 2022 – March 31, 2022	April 20, 2022
April 1, 2022 – June 30, 2022	July 20, 2022

Disbursement of funds is contingent upon receipt of Status Reports.

3. Report Content

Status Reports must contain the following:

- a. Performance Reports generated from the Santa Barbara County Homeless Management Information System (HMIS);
- b. Data on goals and permanent measures as set forth in Section B.4.,
- c. Data on funding received for the project from all sources, and
- d. Signature of CONTRACTOR’s Executive Director or his or her designee attesting to the accuracy of the information submitted.

EXHIBIT B

Budget and Payment Procedures

Project Title: Santa Barbara Hospitality House Community Integration Program
Agreement Amount: \$140,000
Term: July 1, 2021- June 30, 2022

D. INTRODUCTION

This Budget and Payment Procedures is attached to and incorporated into the Contractor Agreement between the County of Santa Barbara ("COUNTY") and The Salvation Army ("CONTRACTOR") as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., II., III., and IV. of the Agreement.

E. BUDGET

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

Exhibit B – Attachment 2 represents the proposed Project Expenditure Budget, detailing lines items to be reimbursed by Public Safety Realignment (AB109) Reserve Funds.

Changes to Revenue or Expenditure line items to be used for eligible Community Corrections Partnership expenditures in excess of (10%) require an approved Budget Amendment, as does the addition or deletion of Revenue or Expenditure line items to be used for eligible CCP expenditures. The overall amount of Public Safety Realignment (AB109) funds is not to be changed.

F. PAYMENT REQUESTS

Payment request must include the following:

1. Expenditure Summary and Payment Request (ESPR) form, a sample of which is found on Exhibit C, containing an itemized list of expenditures to be reimbursed by Public Safety Realignment (AB109) funds. Adequate documentation of all eligible expenditures must be included in each reimbursement request.
2. Supporting documentation:
 - Third-party invoices or receipts
 - Copies of cancelled checks
 - Payroll registers and time and activity sheets
 - Copies of leases and rent comparability documentation for financial and rental assistance requests

Exhibit B- Attachment 1



Community Corrections Partnership

Project Budget - Revenues (12 Month Budget)

Project Title Santa Barbara Hospitality House

Applicant Name The Salvation Army

CCP Award Budget Term: July 1, 2021 - June 30, 2022

Component	Requested Amount
One Year Supportive Housing	\$ 140,000.00
Capital (Brick and Mortar)	
TOTAL	\$ 140,000

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which CCP funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	CCP Funds	Other
CCP Program (This grant)	\$ 140,000	\$ 140,000	
CDBG - Cities			
CDBG - County			
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
Other Federal Funds (specify program below)			
Other State Funds (specify program below)			
County Human Services Funds			
Other Local Funds: County and City of SB general Funds			
Private Trusts and Foundation Funds			
Fundraising Events			
Donations			
Client Fees			
Other (specify source below)			
Total Revenue	\$ 140,000	\$ 140,000	\$ -

Exhibit B- Attachment 2



Community Corrections Partnership

Project Budget - Expenses

(12 Month Budget)

Project Title Santa Barbara Hospitality HouseApplicant Name The Salvation Army

Expenses

Budget Term: July 1, 2021 - June 30, 2022

Expense	Total Program Budget	CCP Program	
		Supportive Housing	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			
Executive Director - Santa Barbara 1.00 FTE @ 9.5% - \$88,916 /year	\$ 8,447	\$ 8,447	
Program Manager - Santa Barbara 1.00 FTE @ 11% - \$76,373/year	\$ 8,401	\$ 8,401	
AOD Case Manager - Shelter - 1.00 FTE @ 15% - \$45,760/yr	\$ 6,864	\$ 6,864	
Case Manager - Shelter - 1.00 FTE @ 40% - \$41,600/yr	\$ 16,640	\$ 16,640	
Intake Coordinator - 1.00 FTE @ 12% - \$37,440/yr	\$ 4,493	\$ 4,493	
Operations Manager - 1.00 FTE @ 8% - \$54,254/yr	\$ 4,340	\$ 4,340	
Operations Assistant - 1.00 FTE @ 8% - \$39,520/yr	\$ 3,162	\$ 3,162	
Program Support - 4.40 FTE @ 8% - \$146,432/yr	\$ 11,715	\$ 11,715	
Cook - 1 FTE @ 8% = \$37,440/yr	\$ 2,995	\$ 2,995	
Employee Benefits and Payroll Taxes	\$ 36,284	\$ 36,284	
Client Services and Direct Assistance			
Rental Assistance			
Security Deposits			
Utility Assistance			
Moving costs			
Financial Assistance to C Clients	\$ 2,000	\$ 2,000	
Homeless Management Information System (HMIS)			
Rehabilitation			
Acquisition			
Other (Please specify):			
Consultants and Contracts (Includes AmeriCorps)			
Facility and Maintenance	\$ 6,897	\$ 6,897	
Telephone, Fax, Internet and Utilities	\$ 5,419	\$ 5,419	
Supplies (includes General, Food, and Office Supplies)	\$ 5,843	\$ 5,843	
Postage and Shipping			
Marketing			
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 2,500	\$ 2,500	
Equipment Rental and Maintenance			
Insurance			
Other (specify below)			
Program Materials			
Indirect Costs (Maximum 10% of Grant)	\$ 14,000	\$ 14,000	
Total Expenses	\$ 140,000	\$ 140,000	

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Community Corrections Partnerships (CCP) Program
County of Santa Barbara Community Services Department

Agency Name: The Salvation Army DUNS #: _____

Project Name: Hospitality House Community Integration Program

Address: 423 Chapala St., Santa Barbara, CA 93101

Contact Person: Mark Gisler

Email Address: mark.gisler@usw.salvationarmy.org

Title: Executive Director

Phone #: 805-962-6281 ext. 104

ESPR Request #: _____

Date Submitted: _____

Report Period:

Q1 (July- Sept 2021)

Q2 (Oct - Dec 2021)

Q3 (Jan-March 2022)

Q4 (Apr-June 2022)

Submit completed ESPR and required documentation to:

Staff Person: Miriam E. Moreno

Email Address: mmoreno@co.santa-barbara.ca.us

Title: Housing Program Specialist

Phone #: 805-963-4458

PO/Contract #: _____

HCD Project #: _____

IDIS Project ID: _____

Grant Budget and Expenditures

Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Supportive Housing	Services	\$ 103,341.00		\$ -	\$ 103,341.00
Supportive Housing	Financial Assistance	\$ 2,000.00		\$ -	\$ 2,000.00
Supportive Housing	Operations	\$ 20,659.00		\$ -	\$ 20,659.00
Supportive Housing	Indirect costs	\$ 14,000.00		\$ -	\$ 14,000.00
TOTAL		\$ 140,000.00	\$ -	\$ -	\$ 140,000.00

Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Administrator / Executive Director

Name _____ Title _____

Name _____ Title _____

Signature _____ Date _____

Signature _____ Date _____

EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Miriam E. Moreno, Housing Program Specialist by email to mmoreno@co.santa-barbara.ca.us or fax to (805) 560-1091.

Quarter 1 7/1/21-9/30/21
 Quarter 2 10/1/21 – 12/31/21
 Quarter 3 1/1/22– 3/31/22
 Quarter 4 4/1/22 – 6/30/22

Agency The Salvation Army **Contact Person** Mark Gisler, Executive Director
Project Santa Barbara Hospitality House Community Integration Program **Phone Number** 805-963-4458
Contract # _____ **Email Address** Mark.gisler@usw.salvationarmy.org

1. APR Contractor Report

Generate an APR Contractor Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
SUPPORTIVE HOUSING			
Unduplicated number of referred justice involved persons served	30		
Number of instances of service (all services must be documented)	43,550		

Performance Measures - Overall

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Unduplicated number of referred justice involved persons served	30						
% of participants exiting to permanent housing	30%						
% of the unduplicated number who will achieve employment	35%						
% of ISP (Individual Service Plan)	75%						
\$ of participants (not placed in PH before 120 days) that achieve a length of stay in transitional housing of 120 days	40%						
% reduction in recidivism as compared to like individuals without supportive housing as calculated by the Probation Department	25%						

Narrative (Attach additional pages, as needed)

EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Describe the project’s progress in meeting the goals and performance measures as set forth in the Contractor Agreement. If the project is not performing as planned, provide an explanation.
Describe the alignment between CCP Supportive Housing activities and The Public Safety Realignment Plan.

3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
RACE		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
Totals in RACE		
ETHNICITY¹		
Hispanic or Latino ²		
Not Hispanic or Latino		
Totals in ETHNICITY		

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

EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

4. Project Funding

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

HUD Funds

	Amount	
ESG	\$	
CDBG – County	\$	
CDBG – Other	\$	
HOME	\$	
HOPWA	\$	
Total	\$	

Other Funds

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

5. Additional Comments

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

6. Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, 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 CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

EXHIBIT E

B. Other Insurance Provisions

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

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

EXHIBIT E

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR 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. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT F


Certification of Standards for Financial Management Systems

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost by providing for and incorporating the following:

- A. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost;
- B. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- C. Effective control over and accountability for all funds, property and other assets. SUBRECIPIENT shall adequately safeguard all such assets and assure they are used solely for authorized purposes;
- D. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data;
- E. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks, warrants or payments by other means for program purposes by SUBRECIPIENT;
- F. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award; and
- G. Accounting records including cost accounting records that are supported by source documentation.

Subrecipient: The Salvation Army

Authorized Representative: ~~Mark Gister, Executive Director,~~



Signature

6.9.2021
Date

TERRY HUGHES

SECRETARY

EXHIBIT F

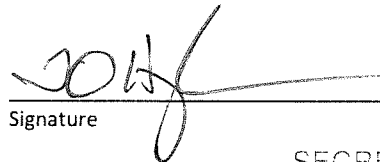
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Subrecipient:

The Salvation Army

TERRY HUGHES SECRETARY

Authorized Representative:

~~Mark Gisler, Executive Director~~



Signature

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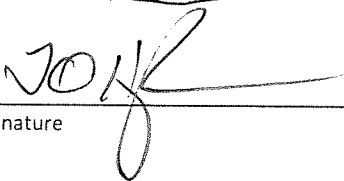
Subrecipient:

The Salvation Army

TERRY HUGHES SECRETARY

Authorized Representative:

~~Mark Gisler, Executive Director~~



Signature

6.9.2021
Date

EXHIBIT G

State Terms and Conditions

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

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

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

- A. CONTRACTOR agrees that the Work shall not commence, nor any costs to be paid with Public Safety Realignment (AB109) funds be incurred or obligated by any party prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of award notification letter from COUNTY.
- B. CONTRACTOR agrees that the Work shall be completed by the expiration date specified in this Agreement and that the Scope of Work will be provided for the full term of this Agreement.

2. **Sufficiency of Funds and Termination**

- A. The COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, at any time for cause. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; or the State Regulations; withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the COUNTY, any unexpended funds received by the CONTRACTOR shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the COUNTY by the STATE and/or United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, COUNTY, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

3. **Transfers**

CONTRACTOR may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written

EXHIBIT G

approval of the COUNTY and a formal amendment to this Agreement to affect such subcontract or novation.

4. **Contractors and Subcontractors**

CONTRACTOR and any of its contractors or subcontractors shall not enter into any Agreement, written or oral, with any Contractor without the prior written approval of the COUNTY and determination by the COUNTY and State of the Contractor's eligibility. A Contractor, or its Subcontractor, is not eligible to receive funds if the Contractor is not licensed and in good standing in California.

A. The Agreement between the COUNTY and any CONTRACTOR shall require that any Contractor or Subcontractor to:

- 1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
- 2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all Contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
- 3) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section IX, PERSONNEL AND PARTICIPANT CONDITIONS.
- 4) Maintain at least the minimum COUNTY and State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
- 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.
- 6) Agree to include all the terms of this Agreement in each subcontract, and that all requirements set forth in this Agreement apply between the CONTRACTOR and any Contractor or Subcontractor.

5. **Liability Insurance**

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

EXHIBIT G

6. **Inspections**

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

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

- A. CONTRACTOR agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. CONTRACTOR agrees that the COUNTY, the STATE Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement.
- B. The audit shall be performed by a qualified State, local or independent auditor. CONTRACTOR shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the independent auditor's working papers.
- C. CONTRACTOR shall comply with the audit requirements contained in 2 CFR 200 Subpart F.

8. **Monitoring Grant Activities**

- A. COUNTY shall monitor the CONTRACTOR activities to ensure compliance with all applicable requirements. An onsite monitoring visit of CONTRACTOR may occur whenever determined necessary by the COUNTY, but at least once per year during the grant period.
- B. The COUNTY will monitor the performance of the CONTRACTOR based on a risk assessment and according to the terms of this Agreement.

EXHIBIT G

- C. The COUNTY will monitor the performance of CONTRACTOR and funded projects based on the performance measures used by the CCP Supportive Housing program. In the event that project-level performance consistently remains below agreed upon performance measures, the COUNTY will work collaboratively with the CONTRACTOR to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements as required.
- D. If it is determined that a CONTRACTOR falsified any certification, application information, financial, or contract report, the CONTRACTOR shall be required to reimburse the full amount of the CCP award to the COUNTY, and may be prohibited from any further participation in the CCP program.
- E. As requested by the COUNTY, the CONTRACTOR shall submit to the COUNTY all monitoring documentation necessary to ensure that CONTRACTOR is in continued compliance with agreement requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the CONTRACTOR.

9. **Waivers**

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

10. **Litigation**

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

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

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

12. **Environmental Requirements**

EXHIBIT G

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). CONTRACTOR assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, CONTRACTOR 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 COUNTY, State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

13. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, CONTRACTOR shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

14. Eligible Activities

Funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit B. The following additional limitations or requirements shall apply.

15. Reporting and Recordkeeping

- A. By June 15 after each completed year, CONTRACTOR shall submit an Annual Performance Report to the COUNTY. In accordance with reporting requirements, the report will include, but will not be limited to, beneficiary data including performance measurements.
- B. No less than once per quarter but not more often than monthly, CONTRACTOR shall provide COUNTY with a CCP Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the tenth day of October, January, April, and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, CONTRACTOR agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within forty-five (45) days after the end of the reporting period.
- C. CONTRACTOR shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and CCP data elements and complies with Data and Technical Standards). CONTRACTOR shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. CONTRACTOR shall maintain all fiscal and program records pertaining to the Grant for a period of five (5) years from the date of expiration of the Standard Agreement.
- E. CONTRACTOR shall submit required reports on forms approved by the County.