

**COUNTY OF SANTA BARBARA
HOMELESSNESS PREVENTION AND RAPID-REHOUSING PROGRAM
SUBRECIPIENT AGREEMENT
2009-2012**

THIS AGREEMENT ("Agreement") is made and entered into on _____, by and between the County of Santa Barbara ("County") and Legal Aid Foundation of Santa Barbara County ("Operating Agency") with reference to the following:

A. Pursuant to the American Recovery and Reinvestment Act of 2009, Division A, Title XII, Public Law 111-5, Statute 115, the United States Department of Housing and Urban Development ("HUD") has allocated \$829,013 to the County to be used for services eligible under the Homelessness Prevention and Rapid-Rehousing Program ("HPRP"); and

B. On March 17, 2009 HUD issued a Notice of Allocations, Application Procedures, and Requirements for HPRP Grantees (the "Notice") under ARRA; and

C. Pursuant to the Notice the County submitted to HUD a Substantial Amendment to its Consolidated Plan's 2008-09 Annual Action Plan, that was subsequently approved by HUD on June 25, 2009; and

D. A Grant Agreement for HPRP funds was provided to the County by HUD on August 24, 2009; and

E. Concurrently, County established a process by which non-profit agencies were selected to provide HPRP eligible services to the community; and

F. Based upon HUD HPRP criteria and guidelines Operating Agency was selected by County as recipient for HPRP funding and desires to participate in the HPRP Program.

NOW, THEREFORE, for good and valuable consideration, County and Operating Agency agree as follows:

1. AGREEMENT ADMINISTRATION The Director of County Housing and Community Development Department (HCD Director) is fully authorized to act for County in the administration of this Agreement consistent with its provisions. The HCD Director may delegate, in writing, any of his/her duties under this Agreement.

2. SCOPE OF SERVICES Operating Agency agrees to perform all services as set forth in its County application for funding submitted July 31, 2009 ("the Services"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. Operating Agency agrees to provide case management, homelessness prevention and rapid re-housing services, and HPRP reporting, directly and through subcontract, that benefit eligible HPRP beneficiaries as defined in the HPRP Notice.

3. IMPLEMENTATION PROCEDURES Funds under this Agreement shall only be used for the purposes described in Section 2 above and in the operating budget ("Budget") attached hereto as Exhibit B and incorporated by this reference.

4. TIME OF PERFORMANCE Operating Agency's services shall commence on or after September 30, 2009, and shall be completed not later than September 29, 2012. Operating Agency shall insure that no

less than sixty percent (60%) of HPRP Program funding will be expended prior to the end of the second year of Operating Agency's HPR Program implementation.

5. SOURCES AND AVAILABILITY OF FUNDS It is understood by the parties the funds being used for the purposes of this Agreement are funds furnished to County through HUD pursuant to the provisions of the HPRP Program. In full recognition of the funding source and notwithstanding any other provision of this Agreement, (i) the maximum amount of HPRP funds that may be provided pursuant to this Agreement shall not exceed and of the following: Forty Two Thousand Dollars (**\$42,000**) and (ii) any such amount shall only be provided by County as reimbursement to Operating Agency for funds actually and validly paid by Operating Agency for HPRP eligible activities in accordance with the Exhibits A and B; and (iii) from HPRP funding County actually receives from HUD for such purposes. County shall incur no liability to the Operating Agency, its officers, agents, employees, or suppliers for any delay or failure by County in making any such payments of HPRP funds.

6. COMPENSATION

A. REIMBURSEMENT AFTER PERFORMANCE Subject to Paragraphs 5 above, and this Section 6, after Operating Agency's performance of the Services, County shall reimburse Operating Agency an amount not to exceed Forty Two Thousand Dollars (**\$42,000**) which shall constitute full and complete reimbursement for the performance of this Agreement.

B. USE OF FUNDS All funds approved under this Agreement shall be used solely for costs approved in the Budget. Funds shall not be used as a cash advance, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. County shall not reimburse Operating Agency any funds expended for travel. Operating Agency certifies and agrees that it will not use any funds provided through this Agreement for entertainment or for gifts or for political purposes. County shall not pay for any services provided by Operating Agency which are funded by other sources.

C. FISCAL LIMITATIONS The United States of America, acting through HUD, may, in the future, place unanticipated program or fiscal limitations on HPRP funds. County, in turn, may pass such program or fiscal limitation on HPRP funds onto Operating Agency. Accordingly, County reserves the right to unilaterally revise this Agreement to take account of actions affecting HUD program funding. In the event of funding reduction, County may reduce the amount of funds owed under this Agreement in its entirety or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. When HUD has directed or requested that the County implement a reduction in funding, in whole or as to a cost category, with respect to HPRP funding pursuant to this Agreement, the HCD Director may act for County in implementing and effecting such a reduction and in revising this Agreement for such purpose.

D. METHOD OF PAYMENT The funds to be paid under this Agreement shall be disbursed to Operating Agency on a reimbursement basis only for work performed under Exhibits A and B and after receipt and approval by County of a periodic detailed invoice in a form specified and approved by the HCD Director for services set forth in the Budget. Operating Agency shall submit invoices for cost reimbursement no less than quarterly as specified in Exhibit C, Deadline for Integrated Disbursement and Information System (IDIS), and Line of Credit Control System (LOCCS) Payment Schedule (the "Payment Schedule"). County reserves the right to not reimburse Operating Agency for any invoices submitted with costs inconsistent with the Budget and or Operating Agency's application for funding or with the HPRP Notice.

CHANGES IN COMPENSATION County reserves the right to reduce compensation under this Agreement when County's fiscal monitoring indicates Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. As articulated in the Notice, no less than sixty percent (60%), of HPRP funding awarded to Operating Agency shall be expended prior to the second full year of Operating

Agency's operations, or August 23, 2011, whichever occurs first. Any change to the grant allocation will be made by County after consultation with Operating Agency.

E. FINAL PAYMENT County reserves the right to withhold up to ten percent (10%) of the total amount to be paid pursuant to this Agreement on a completed project until completion is certified by the HCD Director after which County shall pay the withheld funding amount to Operating Agency in accordance with this Agreement.

7. ASSURANCES Operating Agency hereby assures and certifies it will comply with HPRP's applicable regulations, policies, guidelines, and requirements, as articulated in HUD's March 17, 2009, Notice of Allocations, Application Procedures and Requirements for HPRP Grantees under ARRA. Moreover, Operating Agency agrees to comply with all applicable federal laws and regulations, under HUD's Emergency Shelter Grant (ESG) Program, to the extent that the ESG Program as defined in Sections 411 and 412 of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, is referenced as the funding source under HPRP and to the extent that ESG regulations take precedence over the HPRP Notice. Operating Agency further assures and certifies it will comply with any future amendments or changes to these program requirements and required assurances and that during the terms of this Agreement will execute and maintain current copies of these assurances at the address specified in Paragraph 28 of this Agreement.

8. PERFORMANCE STANDARDS

A. COMPLIANCE Operating Agency agrees to comply with specific project implementation and expenditure standards as articulated in the HPRP Notice in addition to those standards adopted by the County Board of Supervisors related to its internal cost reimbursement and financial reporting requirements.

B. PROCEDURES Operating Agency agrees to utilize County forms and procedures and bill for expenditures in accordance with Exhibit C.

C. ACCOUNTING Operating Agency shall establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. The subrecipient agrees to comply with 24 CFR 84.21-28 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.

D. AUDIT AND INSPECTIONS Operating Agency shall make available at any time during normal business hours, to authorized County, HUD, and the Comptroller General of the United States personnel or any of their authorized representatives for inspection, its performance, financial, and all other records pertaining to performance of this Agreement, and allow County personnel or authorized representatives to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants as required by the County. Any deficiencies noted in audit reports must be fully cleared by Operating Agency within thirty (30) days after receipt notice by Operating Agency. Failure of Operating Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Operating Agency hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

E. PERFORMANCE MONITORING County will monitor the performance of the Operating Agency against goals and performance standards as stated in Exhibit A. Substandard performance as determined by County will constitute a breach of this Agreement. If action to correct such substandard performance is not taken by Operating Agency within 30 days of notification by County, the County may unilaterally terminate this Agreement.

F. **PROGRESS REPORTS** Operating Agency shall submit Quarterly and Annual Progress Reports to County as required by HUD and County according to Exhibit D attached hereto, (the "Reporting Schedule"), pursuant to and consistent with the HPRP Notice and those specific reporting requirements determined by HUD under ARRA. Operating Agency shall utilize Santa Barbara County's Homeless Management Information System (HMIS), as the principal reporting mechanism and shall provide HMIS client and program data to the County.

G. **REVENUE DISCLOSURE** Operating Agency shall make available to County's or HUD's representatives for inspection and audit, upon request at any time during the duration of this Agreement and during a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with federal or state grant monies, whether or not such grants are received through County. Failure of Operating Agency to comply with the requirements of this Subsection constitutes a material breach and grounds upon which County may cancel, terminate, or suspend this Agreement.

H. **JOINT FUNDING** For programs in which there are sources of funds in addition to HPRP funds, Operating Agency shall provide proof of such funding. All restrictions and/or requirements provided for in this Agreement relative to accounting, budgeting, and reporting apply to the total program regardless of funding source. Operating Agency shall keep separate financial records for each of its programs and services related to the HPRP funding. Operating Agency agrees that under no circumstances shall HPRP funding be utilized for non-HPRP Operating Agency activities, and additional Operating Agency funding shall not be commingled with HPRP.

I. **FINANCIAL PHASE OUT PERIOD** Operating Agency agrees to complete all necessary financial phase out procedures required by the HCD Director not later than ninety (90) calendar days after the expiration date of the Agreement ("the financial phase out period"). County is not liable to reimburse any expenses or costs associated with this Agreement that are submitted after the financial phase out period. The HCD Director may request a final financial audit for activities performed under this Agreement at the expiration of the financial phase out period.

9. **AGREEMENT CHANGES** The HCD Director may modify Exhibit B to this Agreement, provided that any such modification is:

- A. Requested in writing by Operating Agency;
- B. In the best interest of County and Operating Agency;
- C. Consistent with the goals of HPRP, applicable federal regulations, and the other provisions of this Agreement;
- D. Approved by the HCD Director, in writing, prior to expenditures being made, including the deletion or addition of eligible HPRP activities; and
- E. Not involving a change in any one Budget item of over 15%; and
- F. Consistent with the 2009-20012 Budget for HPRP programs as approved by the Board of Supervisors.

10. ASSIGNMENT This Agreement is not assignable, in whole or in part, by Operating Agency without the prior written consent of County. Any attempt by Operating Agency to assign any performance of the terms of this Agreement is null and void and constitutes a material breach of this Agreement.

11. OUTSIDE EMPLOYMENT In its written personnel policies, Operating Agency shall prohibit any outside employment of its employees that:

A. Interferes with the efficient performance of the employee's duties in the program supported by this Agreement; or

B. Involves a conflict of interest or an appearance of conflict with the employee's duties in the program supported by this Agreement; or

C. Occurs during the employee's regular or assigned working hours in the program supported by this Agreement, unless, during the entire day on which such employment occurs, the employee is on vacation, compensatory leave, or leave without pay.

Operating Agency agrees to establish effective procedures to enforce these provisions and provide specific procedures regarding outside employment of its full-time personnel whose duties are not readily confined to a standard workday or workweek. Such personnel include but are not limited to executive directors, neighborhood workers, and other employees whose responsibilities require them to be available for duty during evenings or on weekends.

12. INDEPENDENT CONTRACTOR In the performance of this Agreement, each party will be acting in an independent capacity and not as agent, employee, partner, joint venture, or associate of the other. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Operating Agency is an independent contractor.

13. WORKER'S COMPENSATION Operating Agency shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

14. COMPLIANCE WITH LAWS The parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives. This Agreement is subject to and incorporates the terms of the Act; of 24 CFR Part 570; of 24 CFR Part 85; of OMB Circular A-87; and of the Rehabilitation Act of 1973 (Public Law 93-112). This Agreement is subject to and incorporates the Copeland Anti-Kickback Act of 1968 (Public Law 90-577), which provides that "whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever, induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he/she is entitled under his/her contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

15. NON-DISCRIMINATION No person shall, on the grounds of race, sex, creed, disability, color, religion, ancestry, medical condition, familial status or national origin, be excluded from participation in, refused the benefits of, or otherwise subjected to discrimination in any activities, programs or employment supported by this Agreement. Operating Agency agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. In addition, the Operating Agency shall comply with the County anti-discrimination ordinance, set forth in Article 13 of Chapter 2 of the County Code of Santa Barbara County.

16. CIVIL RIGHTS COMPLIANCE Operating Agency agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

17. Section 504 Operating Agency agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. County shall provide Operating Agency with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

18. RELIGIOUS AND POLITICAL ACTIVITIES Operating Agency agrees funds under this Agreement will be used exclusively for performance of the services to be provided under this Agreement, and that no funds made available under this Agreement shall be used to promote any religious or political activity. Operating Agency further agrees it will not perform or permit to be performed any religious or political activities in connection with the performance of this Agreement.

If Operating Agency is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated, controlled, or supervised by a religious or denominational institution or organization, then Operating Agency hereby agrees in connection with performance of this Agreement, Operating Agency:

A. Will not discriminate against any employee or applicant for employment on the basis of religion, nor limit employment or give preference in employment to any person on the basis of religion;

B. Will not discriminate against any person applying for the Services on the basis of religion, nor limit such services or give preference to any person on the basis of religion;

C. Will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert religious influence of any kind in the provision of the Services; provided, however, that an Operating Agency that is a faith-based organization (FBO) may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols provided that the FBO does not use direct HPRP funds to support any inherently religious activities, including but not limited to worship, religious instruction, and proselytization.

19. NEPOTISM Operating Agency shall not hire or permit the hiring of any person to fill a position funded through this Agreement, if a member of that person's immediate family is employed in an administrative capacity by the Operating Agency's or County's HPRP Program or by the County's Housing and Community Development Department. For the purposes of this Agreement, "immediate family" means spouse, child, mother, father, brother, sister, uncle, step-parent, and stepchild. "Administrative Capacity" means having selection, hiring, supervisory, or management responsibilities, including serving on Operating Agency's governing body.

20. LOBBYING No federally appropriated funds have been or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress,

an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, then County shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

21. HATCH ACT Operating Agency agrees no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

22. CONFLICT OF INTEREST Operating Agency, its agents, employees, and volunteers shall comply with all applicable federal, state, and local laws and regulations governing conflict of interest. To this end, Operating Agency will make available to its agents, employees, and volunteers copies of all applicable federal, state, and local laws and regulations governing conflict of interest. Operating Agency shall furnish to County, prior to performance of its project(s) under this Agreement, a written list of all current or proposed sub-grantees/subcontractors, vendors, and personal service providers, including subsidiaries of Operating Agency, who will receive Ten Thousand Dollars (\$10,000.00) or more during the term of this Agreement. The list shall include the names, addresses, telephone numbers, identification of principal(s), and a description of services to be provided. During the term of this Agreement, Operating Agency shall notify the County in writing of any change in the list of sub-grantees/subcontractors, vendors, personal services providers, or subsidiaries of Operating Agency within fifteen (15) days after any change.

Operating Agency agrees to abide by the provisions of the March 17, 2009 HPRP Notice, in addition (but not limited to), the following:

- a. Operating Agency shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of Operating Agency shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HPRP-assisted 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 in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HPRP-assisted activity, or with respect to the proceeds from the HPRP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of County, Operating Agency, County or any designated public agency.

23. AFFIRMATIVE ACTION Operating Agency shall make every effort to ensure that all projects funded wholly or in part by HPRP funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Operating Agency shall make every effort to employ residents within the jurisdictional boundaries of County and shall keep a record of the positions that have been created directly by, or as a result of, its Program(s).

A. Operating Agency agrees it will incorporate, or cause to be incorporated, into any Agreement for construction work or modification thereof, as defined in Executive Order 11246, which is paid for in whole or in part with funds obtained from County, the following equal opportunity clause:

"During the performance of this Agreement, Operating Agency agrees as follows:

(1) The Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Operating Agency will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.

(2) The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(3) The Operating Agency will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(4) The Operating Agency will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials."

24. INDEMNIFICATION Operating Agency agrees to abide by the indemnification requirements set forth in Exhibit "E" attached hereto and incorporated by this reference..

25. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES Operating Agency agrees that in the event its Program hereunder is subject to audit exceptions by appropriate state and federal audit agencies, it shall be responsible for complying with such exceptions and paying for the full amount of County's liability to the funding agency resulting from such audit exception.

26. INSURANCE Without limiting Operating Agency's indemnification of County, Operating Agency shall provide and maintain at its own expense during the term of this Agreement a program of insurance satisfactory to County covering its operations hereunder. The details of such insurance shall be consistent with the provisions contained in Exhibit E attached hereto and incorporated by this reference. Operating Agency's satisfaction of the terms of this Paragraph is a condition precedent to commencement of services under this Agreement and to reimbursement of Operating Agency by County.

27. TERMINATION OF AGREEMENT FOR CAUSE

County shall have the right to unilaterally terminate this Agreement effective immediately upon giving written notice thereof to Operating Agency upon the occurrence of any of the following:

- a. County determines that Operating Agency has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms and provisions of this Agreement,
- b. County determines Operating Agency has failed to fulfill its obligations under this Agreement in a timely and professional manner,
- c. Operating Agency is in violation of any of the terms or provisions of this Agreement,
- d. County is given notice by HUD of termination of HUD's Grant Agreement with County,
- e. Operating Agency should be adjudged to be bankrupt,
- f. Operating Agency makes a general assignment for the benefits of Operating Agency creditors,
- g. a receiver should be appointed in the event of Operating Agency insolvency.

In the event of such termination for cause, the termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to effective date of such termination. Subject to the availability of HPRP funds, the Operating Agency shall be paid for all work satisfactorily completed under the terms of this Agreement prior to the effective date of such termination. If County's termination of this Agreement for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Operating Agency's performance, or any defect in the notice thereof, then County's maximum liability shall not exceed the amount payable to Operating Agency under Paragraphs 5 and 6 of this Agreement.

A. This Agreement may be terminated at any time by either party upon giving thirty-days' (30-days') written notice to the other party. The HCD Director shall give such notice of termination on behalf of County. In addition, County may immediately terminate this Agreement upon the termination, suspension, discontinuation, or substantial reduction in HPRP funding for the Services to be provided hereunder or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible, or impossible. In such event, Operating Agency shall be compensated for all services actually rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement.

B. When the HCD Director has reasonable grounds to question Operating Agency's fiscal accountability, financial soundness, or compliance with this Agreement, he/she may suspend this Agreement for up to sixty (60) days upon three-days' (3-days') notice to Operating Agency of his/her intention so to do, pending an audit or other resolution of such questions. In no event, however, shall any revision made by County affect expenditures and legally binding commitments made by Operating Agency before it receives notice of such revision, provided that such amounts have been committed in good faith, are otherwise allowable, and are consistent with HUD cash withdrawal guidelines.

C. Upon termination of this Agreement, County reserves the right to determine the final disposition of any HPRP-related program. Final disposition may include the County taking possession of any such HPRP-related program income.

28. NOTICES AND REPORTS All notices, reports, and statements shall be in writing and served in person or by first class U.S. Postal Service, postage prepaid, at the following addresses:

To Operating Agency:

Ellen Goodstein, Executive Director
Legal Aid Foundation of Santa Barbara
301 E. Canon Perdido St.
Santa Barbara, CA 93101

To County:

HCD Director
County of Santa Barbara
123 E. Anapamu Street, Suite 27
Santa Barbara, California 93101
Attn: Housing Development and Grants
Administration Division Manager

29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between County and Operating Agency for the Services described in Exhibits A and B and use of funds available under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between County and Operating Agency with respect to this Agreement.

