

SUBRECIPIENT AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

The Salvation Army

Hospitality House Roomkey Project

**Federal 2021 American Rescue Plan Act (ARPA) - Coronavirus State and Local Fiscal Recovery Funds
21.027**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between the County of Santa Barbara (“COUNTY”), a political subdivision of the State of California, and **The Salvation Army** (“SUBRECIPIENT”), a California nonprofit public benefit corporation, whose address is 423 Chapala Street, Santa Barbara, California, 93101.

WITNESSETH THAT:

WHEREAS, On March 11, 2021, the Federal 2021 American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program (“Program”), which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designates expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

WHEREAS, COUNTY has selected qualified providers, in accordance with federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”; and

WHEREAS, SUBRECIPIENT represents that it is specially trained, skilled, experienced, and competent to perform the services required by COUNTY, and COUNTY desires to retain the services of SUBRECIPIENT pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, SUBRECIPIENT agrees, and has the organizational capacity, to meet reporting and compliance responsibilities relating to ARPA and SLFRF as defined by guidance and policy set forth by the U.S. Department of the Treasury; and

WHEREAS, this Agreement outlines specifications from ARPA; and

WHEREAS, The Salvation Army is a SUBRECIPIENT, and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit G; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. General

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

B. Services

1. Eligible Activities

Activities funded by ARPA are limited to the following Program components and eligible activities, as set forth in U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance-designated expenditure categories, including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) and in accordance with federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

2. Services to be Provided

This agreement is for the SUBRECIPIENT to provide up to 12 rooms of non-congregate shelter for vulnerable individuals, as set forth in Exhibit A.

C. Staffing

All Services shall be performed by SUBRECIPIENT or under SUBRECIPIENT’s supervision. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform all of the Services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all Services in a manner commensurate with its own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY or the State. SUBRECIPIENT represents and warrants that the Services to be performed shall conform to the requirements of this Agreement, all applicable federal, state and local laws, and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors have, shall obtain, and shall keep in full force and effect during the Term, at their sole cost and expense, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required of SUBRECIPIENT to practice their respective professions and to perform the Services.

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and collected in the Homeless Management Information System.

E. Performance Monitoring

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

by COUNTY, the County may suspend or terminate this Agreement in accordance with the procedures set forth in Section VI.F of this Agreement.

F. COUNTY Recognition

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

II. TERM

A. Time of Performance

The term of this Agreement shall begin on the first date fully executed by all of the parties hereto (“Effective Date”), and shall terminate on December 31, 2024, subject to annual appropriations and budget approval, unless earlier suspended or terminated in accordance with the provisions of this Agreement, or there are insufficient ARPA funds available for any reason (“Term”). All Services to be performed hereunder and set out in the Scope of Services may commence on December 5, 2023 (the “Operating Start Date”), and shall terminate on December 31, 2024. Any funds provided for hereunder that are not expended by December 31, 2024, shall no longer be available to the SUBRECIPIENT, and SUBRECIPIENT shall promptly return all such unexpended funds to the COUNTY.

B. Close-outs

SUBRECIPIENT’s obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of Program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over ARPA funds, including Program income. All Program assets (unexpended Program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

III. BUDGET

SUBRECIPIENT represents and warrants that the Funds (defined below) shall only be used for allowable costs and an accurate analysis of costs acceptable under the federal ARPA program guidelines, and pursuant to 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable.

SUBRECIPIENT further agrees to utilize the Funds (defined below) to supplement rather than supplant funds otherwise available.

IV. PAYMENT

It is expressly agreed and understood that the total aggregate amount to be paid by COUNTY under this Agreement shall not exceed **\$657,000** (“Funds”). SUBRECIPIENT may request compensation hereunder no less than once per quarter but not more often than monthly, by submitting to COUNTY a completed Expenditure Summary and Payment Request in the form attached hereto as Exhibit C and incorporated herein by reference (“ESPR”), together with a daily census report of rooms and beds occupied. SUBRECIPIENT shall complete each ESPR in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT’s performance under, and compliance with the provisions of, this Agreement. COUNTY shall review each ESPR and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT’s complete ESPR. For each such ESPR, supporting documentation, and daily census report of rooms and beds occupied, provided that SUBRECIPIENT in then in compliance with all of the provisions of this Agreement. COUNTY’s payments of Funds to SUBRECIPIENT hereunder are contingent upon SUBRECIPIENT’s certification of SUBRECIPIENT’s financial management system in accordance with the standards specified in 2 CFR Part 200, and the Certification of Standards for Financial Management Systems attached hereto as Exhibit F and incorporated herein by reference.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via USPS mail (postage prepaid), nationally recognized 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 providing such notice sends such notice via USPS mail (postage prepaid), nationally recognized commercial courier, or personal delivery the next business day. Any notice delivered or sent as in accordance with the preceding provisions of this Section V shall be deemed effective as of the date of personal delivery or sending. All notices and other written communications under this Agreement shall be addressed to the parties hereto 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 respective representatives of the parties hereto:

COUNTY

Joseph Dzvonic, 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) 568-3523
Fax: (805) 560-1091

SUBRECIPIENT

Mark Gisler, Executive Director
The Salvation Army
Santa Barbara Hospitality House
423 Chapala Street
Santa Barbara CA 93101
Mark.gisler@usw.salvationarmy.org
(805)962-6281

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of ARPA, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. In addition, SUBRECIPIENT agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit E. SUBRECIPIENT also agrees to comply with all applicable grant agreements, assurances in applications, notices of award, and all other applicable federal, State, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and

policies (collectively, “Applicable Law”). The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any Applicable Law shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing the Services in a manner consistent with all federal and State requirements and standards required as a condition of receiving and expending ARPA Funds provided under this Agreement.

1. SUBRECIPIENT agrees to comply with the all ARPA requirements, all regulations adopted by Treasury pursuant to ARPA, and all guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by all other parties to agreements that SUBRECIPIENT enters into relating to this Agreement.

2. Federal regulations applicable to this Agreement include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury, including, but not limited to:
 - i. 2 CFR 200.216 “Prohibition on certain telecommunications and video surveillance services or equipment”
 - ii. 2 CFR 200.322 “Domestic preferences for procurements”
 - iii. 2 CFR 200.323 “Procurement of recovered materials”
 - iv. Subpart F – Audit Requirements.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2.C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirements for all covered transactions (Agreements and subrecipients described in 2 C.F.R. Part 180, subpart B) that any award of ARPA funds is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in Appendix XII to 2 C.F.R. Part 200 is hereby incorporated by reference.
 - f. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.

3. Statutes and regulations prohibiting discrimination applicable to this Agreement, include without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance;

- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12131 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. In the event of SUBRECIPIENT's noncompliance with ARPA, other Applicable Laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. Section 200.339. In the case of a violation of ARPA regarding the use of Funds, previous payments of Funds shall be subject to recoupment as provided by ARPA.

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 hereto. SUBRECIPIENT shall at all times remain an independent contractor with respect to Services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: Federal Insurance Contributions Act (FICA) tax, unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, SUBRECIPIENT understands and acknowledges that neither it nor its employees shall be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure.

C. Insurance and Indemnification

SUBRECIPIENT shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit H.

D. Workers' Compensation

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit H.

E. Changes or Amendments

Except as otherwise specifically set forth in Section VI.E.1 and 2, below, changes to this Agreement may only be made through a written amendment to this Agreement duly executed by each of COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that all such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party hereto. No such amendment shall not invalidate any part of this Agreement that is not expressly amended by such amendment, nor relieve or release either of

COUNTY or SUBRECIPIENT from any of such party's respective obligations under this Agreement that are not changed by such amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

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

1. The Director of Community Services or designee may execute amendments to this Agreement that extend the Term by up to a maximum of 12 months, subject to appropriations of funds. This Section E.2. shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the amount of Funds as set forth in Section VI.F.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

F. Suspension or Termination

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT fails to comply with the terms of this Agreement or any federal or State regulations, including, but not limited to, grant agreements, assurances in applications, and notices of award, or in the event of any of the following:

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

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY. This Agreement may also be terminated with the consent of SUBRECIPIENT
- b. **For Non-appropriation 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 shall notify SUBRECIPIENT of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Upon termination of this

Agreement under this provision, COUNTY shall have no obligation to make any payments hereunder.

- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all Services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance hereunder. The date of termination shall be the date such notice is given by COUNTY, unless such notice directs otherwise.

2. Termination by SUBRECIPIENT

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective termination date, and in the case of partial termination, the portion to be terminated; provided, however, that in the case of a partial termination, if COUNTY determines that the remaining portion of the Agreement will not accomplish the purposes for which this Agreement was made, COUNTY may terminate this Agreement in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. If the State or Federal government demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, grant agreements, assurances in applications, notices of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

G. Enforcement of ARPA Requirements

SUBRECIPIENT acknowledges that the Federal government will review the performance of SUBRECIPIENT in carrying out its responsibilities as the recipient of ARPA funds pursuant to Federal law. COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the ARPA Program requirements or this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer the Services and its program in conformance with 2 CFR Part 200 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. Indirect Costs

SUBRECIPIENT may charge an indirect cost allocation to its award of Funds under this Agreement. SUBRECIPIENT has a negotiated indirect cost rate of 15.50% with the Federal Government.

4. Procurement

SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and County Code Chapter 2, Article VI concerning the purchase of services, materials, property, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment, and supplies procured with Funds provided herein.

5. Travel

SUBRECIPIENT shall obtain written approval from COUNTY for the use of any Funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

6. Administrative Requirements

SUBRECIPIENT shall comply with all applicable uniform administrative requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with its subparts and appendices. ARPA funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal, director, officer, or member of SUBRECIPIENT.

B. Documentation and Record Keeping

1. Records to Be Maintained

SUBRECIPIENT agrees to comply with all reporting obligations established by Treasury, as they relate to this Agreement. SUBRECIPIENT must complete financial, performance, and compliance reporting as required and outlined in Part 2 of the SLFRF Compliance and Reporting Guidance ("Guidance"), including number of households served. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definitions pursuant to 2 CFR section 200.1. SUBRECIPIENT must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data in accordance with appropriate accounting standards and principles. In addition, where appropriate, SUBRECIPIENT must establish controls to ensure completion and timely submission of all mandatory and compliance reporting. See Part 2 of the Guidance for a full overview of SUBRECIPIENT's reporting responsibilities.

SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. SUBRECIPIENT further agrees that the Federal government and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that SUBRECIPIENT followed written intake procedures to verify "homeless" status of project participants as defined in 24 C.F.R. Section 578.3;
- b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);

- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of ARPA funds for the performance of eligible activities;
- e. Financial records as required by 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- f. Other records necessary to document compliance with applicable requirements.

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, homeless status, or other basis for determining eligibility, and descriptions of services provided.
- b. SUBRECIPIENT shall participate in HMIS in accord with 24 CFR Section 576.400(f).

3. Maintenance of and Access to Records

- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with ARPA, Treasury's regulations implementing ARPA, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- d. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document, and other writing produced, prepared, or caused to be produced or prepared by or on behalf of any of SUBRECIPIENT, its officers, employees, agents, representatives, and contractors, in connection with this Agreement (collectively, "Documents"), shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such Documents in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

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

6. Audits and Inspections

Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time

period is agreed upon in writing by the COUNTY and the auditing Federal entity, if required. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

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

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

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State or the Federal government and their designated representatives for the greater of five (5) years or ten (10) years as specified in Section VII.B.3 of this Agreement.

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors to furnish all information and reports required hereunder and will permit access to books, records, and accounts by COUNTY, State, Federal or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards, and provisions stated in this Agreement or the ARPA Program.

C. Reports

SUBRECIPIENT shall provide COUNTY with ARPA Status Reports and Financial/Invoice Reports in substantially the form attached hereto as Exhibit D (each, a "Quarterly Status Report") on a quarterly basis in accordance with the schedule set forth in Section C.2. of Exhibit A. Furthermore, should the Federal or State government require additional reports, SUBRECIPIENT shall submit such reports in a timely fashion in a manner and format approved by the COUNTY, State, and Federal government.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and subcontractors shall comply with the provisions of the California Fair Employment and Housing

Act (Government Code sections 12900 et seq.), including, but not limited to, Government Code section 12990 (a-f), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 12005 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12900 set forth in Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of these obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and SUBRECIPIENT agrees to comply with said Ordinance.

B. Employment Restrictions

1. Labor Standards Requirements

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

C. Conduct

1. No Assignment

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

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of each contract and subcontract executed by a contractor or subcontractor of SUBRECIPIENT in connection with the performance of Services.

d. Selection Process

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

e. Insurance

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

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and State conflict of interest laws and guidelines, which include, but are not limited to, the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code sections 1090 et seq. and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to, applicable conflict of

interest provisions of the California Political Reform Act, Government Code sections 87100 et seq.

- e. The provision of any type or amount of ARPA assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. SUBRECIPIENT may not, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under ARPA guidelines and, any other Applicable Law.
- f. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents, or consultants engaged in the award and administration of contracts supported by federal funds.
- g. No employee, officer, agent, or consultant of SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by ARPA funds if a conflict of interest, real or apparent, would be involved.
- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-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 ARPA-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 ARPA-funded activity, or with respect to the proceeds derived from the ARPA-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 the State or Federal government, COUNTY, SUBRECIPIENT, or any designated public agency.

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

4. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph d. below be included in agreements for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification: “This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”
- e. Agreements for any subawards shall include the language of paragraphs a, b, c, and d above.

5. Copyright

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

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

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

6. Conditions for Religious Organizations

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

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

7. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, SUBRECIPIENT and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code sections 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, subdivision (a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2), to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. SUBRECIPIENT'S policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:
 1. Will receive a copy of SUBRECIPIENT'S drug-free policy statement, and
 2. Will agree to abide by the terms of SUBRECIPIENT'S statement as a condition of employment on the Agreement, contract, or subcontract.

8. Child Support Compliance Act

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

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

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. Clean Air Act, 42 U.S.C., §§ 7401, *et seq.*, and all regulations and guidelines issued thereunder;
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, as amended (42 U.S.C. §§ 4001 *et seq.*), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for construction purposes, including rehabilitation.

C. Lead-Based Paint

SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C., §§ 4851-4856), and implementing regulations set forth in 24 CFR Part 35, subparts A, B, H, J, K, M, and R, that apply to all shelters assisted under the Agreement and all housing occupied by program participants. All owners, prospective owners, tenants, and program participants occupying, possessing or using ARPA-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 Section 35.115.

D. Historic Preservation

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C., §§ 300101 *et seq.*), 36 CFR Part 800, and 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. California Environmental Quality Act

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Project.

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

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

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

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

XX. ORDER OF PRECEDENCE

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

- A.** Exhibit E
- B.** Exhibit F
- C.** Exhibit H
- D.** Exhibit G
- E.** The numbered sections I through XX of this Agreement
- F.** Exhibit B
- G.** Exhibit A
- H.** Other Exhibits and Attachments.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors

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

By:  _____
Deputy Auditor-Controller

By:  _____
George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By:  _____
Risk Manager

“SUBRECIPIENT”

The Salvation Army

DocuSigned by:

Kelly Pontsler

By: B5A70D051ED7467...

Name: Kelly Pontsler

Title: Treasurer

EXHIBIT A

Scope of Services

Federal 2021 American Rescue Plan Act (ARPA) Funding

Project Title:	Hospitality House Roomkey Project
Agreement Amount:	\$ 657,000
Time of Performance:	December 5, 2023 – December 31, 2024

A. INTRODUCTION

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

B. PROJECT DESCRIPTION**1. Purpose**

SUBRECIPIENT shall provide non-congregate shelter in 12 double-occupancy rooms focusing on vulnerable individuals with chronic health conditions or over 55 years of age, and other persons experiencing homelessness. SUBRECIPIENT’s Case Managers shall engage participants and connect them to services as well as permanent and other housing opportunities. SUBRECIPIENT shall provide meals, daily hygiene and case management services at an all-inclusive rate of \$150 per double occupancy room, per night, and \$125 per single occupancy room per night. SUBRECIPIENT agrees to work with local providers to coordinate referrals to maintain 75% occupancy or 9 rooms occupied at all times during the Term.

The use of ARPA funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures hereunder must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

2. Services**a. General**

SUBRECIPIENT shall provide 12 double occupancy rooms located on the third floor of Hospitality House located at 423 Chapala St. in Santa Barbara, California. Services shall be provided by SUBRECIPIENT under the supervision of SUBRECIPIENT’s Executive Director, who shall ensure that the background and qualifications of SUBRECIPIENT’s staff providing services are appropriate for the Services and the persons being served by the Services, and meet at least the minimum applicable requirements and standards established by pertinent licensing bodies. SUBRECIPIENT shall provide:

1. Non-congregate shelter as interim housing for persons experiencing homelessness that may be more vulnerable to COVID-19.
2. Operation of Hospitality House Roomkey Project in accordance with health and safety standards described in 24 CFR 576.403.
3. Meals and hygiene supplies.
4. Case Management, which shall consist of: services to link program participants to a completed individualized service plan (ISP), including access to health care, acquisition of benefits and/or finding employment. The ISP will focus on helping people navigate barriers that may stand in the

way of securing and maintaining housing. In providing services, SUBRECIPIENT shall strive to build a support system by connecting Program participants with people and programs in the community.

5. For the use of common rooms, including bathrooms, for which SUBRECIPIENT shall:

- Consider maximum occupancy limits.
- Make sure bathrooms and other sinks are consistently stocked with soap and drying materials for handwashing.
- Provide hand sanitizers that contain at least 60% alcohol at key points within the PROJECT including registration desks, entrances/exits, and eating areas.
- Visit the CDC website for additional information on [county level COVID-19 guidance](#).

b. Federal and State Regulatory Information

County is using the federal regulations below to provide SUBRECIPIENT with guidelines for eligible costs. Eligible costs are governed by ARPA and guided by component type and are further subject to HUD habitability standards (including, but not limited to, the shelter and housing standards found at 24 CFR section 576.403). If an activity is not described as an eligible expense, but is part of assisting households experiencing homelessness obtain and maintain permanent housing and California's Housing First Policy, SUBRECIPIENT must obtain express written consent from County prior to use of program funds.

The use of ARPA funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

Activities and costs are guided by HUD's Emergency Solutions Grants Program Emergency Shelter Components (24 CFR 576.102). As this funding is governed by ARPA, costs must be associated with activities principal to COVID-19 recovery for vulnerable populations.

3. Coordinated Entry System (CES)

SUBRECIPIENT shall use coordinated entry as a process to quickly identify, assess, refer, and connect individuals, youth including parenting and pregnant youth, and families in crisis to housing and services. SUBRECIPIENT shall serve as an access point to the Coordinated Entry System, by having office hours and staff available to conduct assessments and provide referrals. SUBRECIPIENT must be integrated within the local CES.

4. Homeless Management Information Systems

SUBRECIPIENT must participate in the Homeless Management Information Systems (HMIS). The system requires data collection and reporting. The Santa Maria/Santa Barbara Continuum of Care operates with limited data sharing – referred to as an open HMIS system. SUBRECIPIENT shall ensure that program participants sign a release of information (ROI) and provide universal data elements for SUBRECIPIENT to enter into the system. HMIS participating agencies may view these universal data elements, even if such data is entered by another agency. If a client does not sign the ROI, data is collected but is not viewable outside the HMIS Lead and agency entering data. SUBRECIPIENT must comply with the HMIS requirements, which may be viewed at [HMIS User Central](#). In addition to the standard intake and data standards, SUBRECIPIENT must enter services provided in HMIS. SUBRECIPIENT must include staff time for accurate data entry.

5. California’s Housing First Policy – Core Practices and Core Components

All **services** SUBRECIPIENT provides must align with Housing First and the Core Practices described in [Welfare and Institutions Code section 8255](#) and with State and Federal Housing First laws and regulations, and shall operate in a manner consistent with Housing First practices as reflected in the Continuum of Care Written Standards.

6. Eligible Populations

The minimum eligibility criteria for participants is to meet the definition of homeless cited in [24 CFR 578.3](#).

7. Goals and Performance Measures

Goals

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

Emergency Shelter

	Goal
Total number of beds	24
Total number of bed-nights available	8,760
Total number of rooms	12
Total unduplicated number of persons served	36

Performance Measures

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

Emergency Shelter

	Goal
% of participants will move into permanent housing at project exit	30%
% of participants that will move to other sheltered environments at project exit	20%
% of adult participants gaining new or increasing existing earned income or cash benefits at project exit	20%

C. **DATA COLLECTION AND REPORTING**

1. **General**

Data collection must be completed in accordance with 24 CFR 576.400, subdivision (f), and in sufficient detail to determine the project’s progress in meeting the goals and performance measures as set forth in Section B.3 above.

2. **Report Schedule**

Quarterly Status Reports and Financial/Invoice Reports are due on a quarterly basis, on the 20th day following the close of the previous month, as set forth in more detail in the table below:

Period	Due Date
December 5, 2023 – December 31, 2023	January 20, 2024

January 1, 2024 – March 31, 2024	April 20, 2024
April 1, 2024 – June 30, 2024	July 20, 2024
July 1, 2024 – September 30, 2024	October 20, 2024
October 1, 2024 – December 31, 2024	January 20, 2025

3. Quarterly Status Report Contents

Each Quarterly Status Report must contain all of the following:

- a. Weekly reporting on number of rooms occupied and number of persons in occupancy every Monday by noon;
- b. Number of room nights and bed night by daily census;
- c. Annual Performance Report Subrecipient Report generated from the Santa Barbara County Homeless Management Information System (HMIS) quarterly;
- d. Data on goals and performance measures as set forth in Section B.7, above;
- e. Data on funding received for the project from all sources; and
- f. Signature of SUBRECIPIENT’s Executive Director, or his or her designee, attesting to the accuracy of the information submitted.

EXHIBIT B

Payment Procedures

Project Title:	Hospitality House Roomkey Project
Agreement Amount:	\$ 657,000
Time of Performance:	December 5, 2023 – December 31, 2024

Periodic Compensation

- A. COUNTY shall pay SUBRECIPIENT to provide non-congregate shelter rooms, meals, daily hygiene, and case management services at an all-inclusive rate of \$150 per double occupancy room per night, and \$125 per single occupancy room per night. For SUBRECIPIENT services to be rendered under this Agreement, SUBRECIPIENT shall be paid a total contract amount, including cost reimbursements, not to exceed **\$657,000**.
- B. Payment for Services and reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A, as determined by COUNTY.
- C. No more than monthly and no less than quarterly, SUBRECIPIENT shall submit to the COUNTY an ESPR for the Services performed during the period specified therein, together with supporting documentation and a daily census report of rooms and beds occupied. Each ESPR must cite the Board Contract Number assigned to this Agreement. COUNTY shall evaluate the quality of the Services performed and, if found to be satisfactory, and provided that SUBRECIPIENT is then in compliance with all of the provisions of this Agreement, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt from SUBRECIPIENT of each correct and complete ESPR, supporting documentation, and daily census report of rooms and beds occupied in accordance with the provisions of this Agreement.
- D. COUNTY's failure to discover or object to any unsatisfactory Services or billings prior to payment will not constitute a waiver of COUNTY's right to require SUBRECIPIENT to correct such Services or billings or seek any other legal remedy.

Attachment B-1

**Attachment to Subrecipient Agreement between
County of Santa Barbara
and
The Salvation Army**

Hospitality House Roomkey Project | Federal 2021 American Rescue Plan Act (ARPA) (21.027)

The Federal Funding Accountability and Transparency Act (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. In connection with FFATA, Santa Barbara County Housing and Community Development requires all agencies that meet the following thresholds to report:

DUNS Number - 074629460

If your agency or organization:

1. Had a gross income, from all sources, over \$200,000 in Agency’s previous tax year, or
2. Receives more than 80% of annual gross revenues from the Federal government and those revenues are greater than \$25 million annually, and
3. Is receiving an award of \$25,000 or more through this grant, and
4. Compensation information of your five top senior executives is not available to the general public;

Then you must provide the total compensation and names of your top five executives below.

1)	_____	_____
	Name	Annual Salary
2)	_____	_____
	Name	Annual Salary
3)	_____	_____
	Name	Annual Salary
4)	_____	_____
	Name	Annual Salary
5)	_____	_____
	Name	Annual Salary

Please check this box if you do not meet any of the thresholds noted above.

I certify that the information reported in this form is in compliance with the False Claims Act (U.S. Code Collection, title 31, Subtitle III, Chapter 37, Subchapter III, §§ 3729). I understand that any person who knowingly makes a false or fraudulent claim for payment or approval, may be liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000 plus three (3) times the amount of damages which the Government sustains.

Signature: _____

Date: _____

Title: _____

Exhibit C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
American Rescue Plan Act (ARPA)
 County of Santa Barbara Community Services Department

<p>Agency Name: <u>The Salvation Army</u> DUNS #: <u>074629460</u></p> <p>Project Name: <u>Hospitality House Project Roomkey (extension)</u></p> <p>Address: <u>Hospitality House, 423 Chapala Street, Santa Barbara, California, 93101</u></p> <p>Contact Person: <u>Mark Gisler</u> Title: <u>Executive Director</u></p> <p>Email Address: <u>Mark.Gisler@usw.salvationarmy.org</u> Phone #: <u>805-962-6281 X1104</u></p>	<p>ESPR Request #: _____</p> <p>Date Submitted: _____</p> <p>Report Period: _____</p> <p><input type="checkbox"/> Nov-Dec 2023</p> <p><input type="checkbox"/> Jan-Mar 2024</p> <p><input type="checkbox"/> Apr-Jun 2024</p> <p><input type="checkbox"/> Jul-Sep 2024</p> <p><input type="checkbox"/> Oct-Dec 2024</p> <p>PO/Contract #: _____</p> <p>HCD Project #: _____</p>
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submit completed ESPR and required documentation to:

Staff Person: <u>Matthew Rector</u>	Title: <u>Housing Program Specialist II</u>
Email Address: <u>mrector@countyofsb.org</u>	Phone #: <u>805-568-3516</u>

Grant Budget and Expenditures

Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	Emergency Shelter - Operations	Operations- Room/Night Costs	\$ 657,000.00	\$ -	\$ -	\$ 657,000.00
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 657,000.00	\$ -	\$ -	\$ 657,000.00

Check this box if this is the final payment.

Certification
 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 the grant and have not been paid by any other source.

<p>Manager / Fiscal Officer</p> <p style="text-align: center;"><u>Mark Gisler</u> Executive Director</p> <p style="text-align: center;">Name Title</p>	<p>Administrator / Executive Director</p> <p style="text-align: center;"><u>Mark Gisler</u> Executive Director</p> <p style="text-align: center;">Name Title</p>
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EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Matthew Rector, Housing Program Specialist by email to mrector@countyofsb.org or in the online Neighborly system as instructed.

<input type="checkbox"/> Quarter 1 11/28/2023-12/31/2023	<input type="checkbox"/> Quarter 2 1/1/2024-3/31/2024	<input type="checkbox"/> Quarter 3 4/1/2024-6/30/2024	<input type="checkbox"/> Quarter 4 7/1/2024-9/30/2024
<input type="checkbox"/> Quarter 5 10/1/2024-12/31/2024			

Agency	The Salvation Army	Contact Person	Mark Gisler
Project	Hospitality House Roomkey Project	Phone Number	805-346-8185
Contract #	TBD	Email Address	Mark.Gisler@usw.salvationarmy.org

1. APR Subrecipient Report

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

2. Accomplishments

Goals

	Goal	Quarter	Year-to-Date
Hospitality House Roomkey Project			
Total number of rooms	12		
Total number of beds	24		
Total number of bed nights available	8,760		
Unduplicated number of households served	36		

Performance Measures – Overall

	Goal (%)	Quarter			Year-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Hospitality House Roomkey Project							
Participants that move into permanent housing at project exit	30%						
Participants that move into other sheltered environments at project exit	20%						
Participants gaining new or increasing existing earned income or cash benefits at project exit	20%						

EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Narrative (Attach additional pages, as needed)

1. Describe the project’s progress in meeting the goals and performance measures as set forth in the Subrecipient Agreement. If the project is not performing as planned, provide an explanation.
2. Describe the alignment between ARPA funded activities and “Housing First” principles.

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 Latino2		
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

ARPA 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 HHAP)	\$	
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
FEDERAL TERMS AND CONDITIONS

a

This Project is being assisted by the United States of America. The following Federal provisions must be included into all contracts pursuant to the provisions applicable to such Federal assistance. During the performance of the Agreement, the Subrecipient must agree to comply with all applicable Federal laws and regulations, including, but not limited to, each of the following:

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 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:

Signature

Date

EXHIBIT G

Federal Award Identification Information

Table 1: Federal Award Information: County. The following Federal Award Information is provided in accordance with 2 CFR § 200.332.

Federal Award Identification		
1	Subrecipient Name	The Salvation Army
2	Subrecipient Unique Entity Number (DUNS; UEI Number)	074629460
3	Federal Award Identification Number (FAIN)	SLFRP5502
4	Federal Award Date	2021
5	Subaward Period of Performance & Budget Period-Start Date	April 1, 2023
6	Subaward Period of Performance & Budget Period-End Date	March 31, 2025
7	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$657,000
8	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$657,000
9	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$657,000
10	Federal Award Project Description	Non-Congregate Shelter Operation
11	Federal Awarding Agency	Department of the Treasury
12	Pass Through Entity	County of Santa Barbara
13	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
14	CFDA Number	21.027
15	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
16	Is Award for Research and Development?	No
17	Indirect Cost Rate for Award	15.5%
18	Requirements Imposed by Pass Through Entity	See Exhibit E of this Agreement, Coronavirus State and Local Fiscal Recovery Fund Requirements
19	Additional requirements- Financial and Performance Reports	See Exhibit E of this Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection B.
20	Access to Subrecipient Records	See Exhibit E of this Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection C.
21	Closeout Terms and Conditions	See Exhibit E of this Agreement, Closeouts.

EXHIBIT G

Federal Award Identification Information

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

EXHIBIT G

Federal Award Identification Information

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

EXHIBIT G

Federal Award Identification Information

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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