

## EMERGENCY SHELTER GENERAL FUND SERVICE AGREEMENT

BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
People Assisting the Homeless (PATH)

### PATH Santa Barbara Emergency Shelter Services

This General Fund Shelter Operations Service Agreement ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PATH, a California nonprofit public benefit corporation ("CONTRACTOR" or "PATH").

#### WITNESSETH THAT

**WHEREAS**, COUNTY provides funds to partially finance specific programs that provide shelter services to Homeless persons (as defined in Section 1, below) on a seven (7)-days-per-week basis; and

**WHEREAS**, the Board of Supervisors approved General Funds funding on June 11, 2024, in the amount of \$487,500 for the operations of year-round homeless shelters for Fiscal Year 2024-2025 ("Funding"); and

**WHEREAS**, the Board of Supervisors finds that the Santa Barbara Emergency Shelter Services provided by PATH are necessary to meet the social needs of the population of Santa Barbara County; and

**WHEREAS**, CONTRACTOR is one of the entities in Santa Barbara County that provides shelter services to homeless persons; and

**WHEREAS**, CONTRACTOR has experience, knowledge and skill to provide Shelter Services; and

**WHEREAS**, CONTRACTOR operates the PATH Santa Barbara Emergency Shelter.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

The following terms have the following meanings wherever used in this Agreement, including the exhibits attached hereto and documents incorporated herein by reference:

"Administrative Costs" mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

"Agreement" has the meaning defined above.

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

"Eligible Costs" mean costs incurred by CONTRACTOR during the performance of Services in accordance with Exhibit A, attached hereto and incorporated herein by reference. Eligible Costs are restricted to Administrative Costs, Essential Services Costs, and Operating Costs.

“Essential Services Costs” mean costs incurred for the provision of, or referral to, services concerned with employment, health, education, family support services, substance abuse services, victim services, or mental health services.

“Homeless” means any of the following: (i) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (ii) an individual or family who will imminently lose their primary nighttime residence; or (iii) any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

“Operating Costs” mean costs incurred by CONTRACTOR in operating a facility in which Shelter Services are provided with respect to (i) the administration, maintenance, repair, and security of such a facility; and (ii) utilities, fuels, furnishings, and equipment for such a facility.

“Program” means the provision of Shelter Services as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A to this Agreement. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Shelter Services” mean those services provided by CONTRACTOR as set forth in Section 1 of Exhibit A to this Agreement.

2. CONTRACT ADMINISTRATION

The Director of the COUNTY’s Community Services Department (“CSD”), or his designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

CONTRACTOR will perform all the services set forth in this Agreement, including, but not limited to, those described in Exhibit A (“Services”).

4. REPORTING

CONTRACTOR shall provide COUNTY with a Quarterly Status Report, in the form attached hereto as Exhibit D and incorporated herein by reference, within thirty (30) days of the end of each quarter during the Term, and in accordance with the schedule set forth in Exhibit D, setting forth CONTRACTOR’s activities hereunder for the immediately preceding quarter (“Quarterly Status Report”).

5. TIME OF PERFORMANCE

The term of this Agreement shall begin on the first date on which this Agreement is duly executed by all parties hereto (“Effective Date”), and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement (“Term”). CONTRACTOR shall perform all Services hereunder during the Term.

6. COMPENSATION

A. COUNTY will pay CONTRACTOR, on a reimbursement and performance basis, as set forth in greater detail below, an amount not to exceed the maximum aggregate amount of One hundred Forty-Nine Thousand, Eight Hundred Ninety Dollars (\$149,890), payment of which in accordance with the provisions of this Agreement shall constitute full and complete compensation for CONTRACTOR’s services provided hereunder.

B. CONTRACTOR may receive Funding under this Agreement in the form of reimbursements for the following Eligible Costs incurred by CONTRACTOR in the performance of Services in accordance with Exhibit A:

- i) Administrative Costs
- ii) Essential Services Costs
- iii) Operating Costs

Only Eligible Costs are reimbursable under this Agreement. For the avoidance of doubt, fund-raising and public relations costs are not Eligible Costs.

C. COUNTY shall not pay for any costs other than Eligible Costs incurred during the Term.

7. METHOD OF PAYMENT

A. CONTRACTOR may request reimbursement for Eligible Costs hereunder by submitting all of the following to COUNTY in connection with each such request for reimbursement: (i) a duly completed Expenditure Summary and Payment Request in the form attached hereto as Exhibit E and incorporated herein by reference ("ESPR"), and (ii) accurate and complete invoices reflecting all Eligible Costs actually incurred by CONTRACTOR and for which CONTRACTOR is requesting reimbursement hereunder, in form and detail satisfactory to COUNTY ("Invoices").

B. If inaccurate or incomplete Invoices are submitted to COUNTY, COUNTY may reject such Invoices and require CONTRACTOR to correct or clarify such Invoices and provide other substantiating documentation until deemed acceptable by COUNTY.

8. DISBURSEMENT OF FUNDS

Subject to availability of funds to the COUNTY, COUNTY shall disburse funds under this Agreement to CONTRACTOR for reimbursement of Eligible Costs within thirty (30) days of CONTRACTOR's submission of a satisfactory ESPR and all applicable Invoices in accordance with the provisions of this Agreement, provided that CONTRACTOR has timely submitted all previously and concurrently due Quarterly Status Reports.

9. WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any of the provisions of this Agreement.

10. FISCAL ACCOUNTABILITY

A. CONTRACTOR agrees to manage funds received under this Agreement in accordance with generally accepted accounting principles and incur only Eligible Costs for reimbursement.

B. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request and during fiscal monitoring visits during the Term.

C. CONTRACTOR shall clearly identify and readily make available to COUNTY all checks, payrolls, and other accounting documents. All accounting records and supportive documentation shall be made available to COUNTY at CONTRACTOR's main accounting office.

11. REVENUE DISCLOSURE REQUIREMENT

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

12. JOINT FUNDING

COUNTY shall not reimburse CONTRACTOR for any costs incurred by CONTRACTOR that have been or will be paid or reimbursed with other funds, including funds disbursed pursuant to a separate agreement with the County. If COUNTY determines that it has paid for any costs that have also been paid for with any such other funds ("Ineligible Costs"), CONTRACTOR shall reimburse to COUNTY the full amount of all such funds paid for Ineligible Costs.

13. INTEREST EARNED

No interest shall be earned on any funds deposited under this Agreement.

14. NOTICES

All notices under this Agreement shall be delivered in writing. Notices to CONTRACTOR under this Agreement shall be sent to CONTRACTOR's representative at the following address, or such other address as CONTRACTOR may designate in writing in accordance with this Section 14 from time to time during the Term:

Jennifer Hark – Dietz, Chief Program Officer  
PATH Santa Barbara  
816 Cacique Street  
Santa Barbara, CA 93103

Notices, reports and statements to COUNTY shall be delivered or sent to the CSD Director at the following address, or such other address as COUNTY may designate in writing in accordance with this Section 14 from time to time during the Term:

Jesús Armas, Director  
Santa Barbara County Community Services Department  
123 E. Anapamu Street, 2nd Floor, Suite 202  
Santa Barbara, CA 93101

15. INDEPENDENT CONTRACTOR

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

16. GRIEVANCE PROCEDURES; PROGRAM PARTICIPANT ENROLLMENT TERMINATION

CONTRACTOR shall ensure that the Program at all times during the Term meets all requirements set forth in California Civil Code § 1954.09(a)(1)—1954.09(a)(5)(C), including, but not limited to, establishment and implementation of a termination policy and grievance process. All Program participants shall be entitled to all of the following in accordance with California Civil Code § 1954.091(b)(2)(C)-(F):

(a) Receipt of a written termination policy.

(b) Disclosure of a termination notice procedure.

(c) Thirty days' notice prior to termination, except as described in Section 1954.09.

(d) Right to appeal termination pursuant to the grievance policy required by Section 1954. CONTRACTOR shall maintain documentation of all grievances and disagreements that Program participant(s) have with another participant(s) or with CONTRACTOR's personnel during the Term, including a description of each grievance and of the resolution or disposition of such grievance, which documentation shall be retained in a central dispute or grievance file maintained by CONTRACTOR, and which shall be made available to COUNTY upon request.

17. SUBCONTRACTS

A. All subcontracts under this Agreement must be approved by CSD in writing, including purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts, and construction subcontracts that are paid with funds provided under this Agreement. All subcontracts entered into in connection with this Agreement shall:

- i) Be in writing.
- ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
- iii) Specifically prohibit assignment or transfer of interest without prior written approval by CSD.
- iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
- v) Specifically provide parties to the subcontract a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.

B. CSD's approval of any subcontracts under this Agreement shall not be construed as compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights to challenge such subcontracts. CSD's approval of any such subcontract shall not imply that any costs incurred in connection with such subcontract are Eligible Costs. Furthermore, CSD's approval of any such subcontract shall not bind or obligate COUNTY to the terms of such subcontract, nor shall CSD's approval of any such subcontract make COUNTY a promisor, guarantor, or surety of CONTRACTOR's performance of the terms of such subcontract.

C. Under no circumstances shall CONTRACTOR enter into a subcontract providing for compensation on a cost-plus-percentage basis.

D. Eligible Costs pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of such costs, including, but not limited to, receipts and invoices, which comply with invoicing provisions of this Agreement, including, but not limited to, Section 7.

18. PROGRAM MONITORING

A. COUNTY shall monitor CONTRACTOR's performance and may conduct Program inspections evaluations, which may include, but are not limited to, a review of the effectiveness and impact of the Program and the internal systems such as reporting tools, tracking systems and techniques developed by CONTRACTOR to serve Homeless persons, at any time during the Term of this Agreement. COUNTY shall provide written notice to CONTRACTOR for each visit at least fifteen (15) days prior to such visit, observe client confidentiality rules, and shall have the right of unlimited access to all activities and facilities operated by CONTRACTOR under this Agreement.

- B. Facilities for the purpose of Subsection 18.A, above, include all files, records, and other documents in connection with, or related to the performance of, this Agreement. Activities include attendance at staff meetings, board of directors' meetings, advisory committee meetings, and advisory board meetings, and observation of on-going Program functions. CONTRACTOR shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.
- C. Monitoring visits will consist of announced visits focusing on the extent to which the proposed Program has been implemented, effectiveness of Program administration, and management.

19. AUDITS AND INSPECTIONS

- A. COUNTY reserves the right to dispatch auditors of COUNTY's choosing to any site where the Program is being conducted, controlled, or advanced in any way, including, but not limited to, the principal office, any branch office, or other locations of CONTRACTOR if such site or the activities performed thereon have any relationship to the Program. COUNTY shall provide written notice to CONTRACTOR for all such visits at least fifteen (15) days prior to such visit.
- B. CONTRACTOR shall make available at all times during the Term of this Agreement, and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of CONTRACTOR. CONTRACTOR's staff will cooperate fully with auditors with respect to such audits and examinations of CONTRACTOR's Program.
- C. COUNTY may request, at any time and in COUNTY's discretion, audits of CONTRACTOR's performance under this Agreement. This Section 19 shall survive the expiration and/or termination of this Agreement.

20. AUDIT FINDINGS

- A. CONTRACTOR agrees that in the event the Program is audited by independent auditors, COUNTY, federal, state, or any other local audit agencies or governmental entities, CONTRACTOR shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that such audit findings have a fiscal impact on COUNTY, CONTRACTOR shall fully indemnify, defend, and hold harmless and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If any audit findings indicate misappropriation or misapplication of the funds under this Agreement, COUNTY may require further or additional audits, and the costs of all such audits shall be borne solely by CONTRACTOR and are not reimbursable hereunder.
- C. In the event that an audit raises questions regarding the eligibility of costs that have been reimbursed hereunder, COUNTY shall notify and provide CONTRACTOR the opportunity to demonstrate the eligibility of such costs prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, CONTRACTOR shall repay to COUNTY the full amount of all such disallowed costs within sixty (60) days after issuance of COUNTY's final determination of disallowed costs with respect to such disallowed costs.

21. RECORDS

- A. CONTRACTOR shall maintain records in connection with this Agreement in accordance with requirements set forth in this Agreement and otherwise by COUNTY, including, but not limited to, with

respect to all subcontracts. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained by CONTRACTOR within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all other agencies that may otherwise require the retention of such records. Such records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.

B. At such times and in such forms as COUNTY may require, CONTRACTOR shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters in connection with this Agreement and any subcontract.

22. INSURANCE

CONTRACTOR certifies and warrants that CONTRACTOR is, and shall at all times during the Term remain, in compliance with the insurance requirements set forth in Exhibit C, attached hereto and incorporated herein by reference.

23. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY as set forth in Exhibit C.

24. COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR shall at all times during the Term comply with all applicable Federal, State, and local laws, ordinances, and regulations (collectively, "Applicable Law"), and all directives and guidelines pertaining to the performance of this Agreement, including, but not limited to, maintaining all licenses and permits required by Applicable Law. CONTRACTOR further assures and certifies that it shall comply with all applicable regulations and guidelines as they exist or may be amended.

25. ASSIGNMENT

CONTRACTOR shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer"), this Agreement, or any of CONTRACTOR's rights or obligations hereunder, without the express prior written consent of COUNTY in each instance. Any attempted or purported Transfer by CONTRACTOR in violation of the first sentence of this Section 25 shall be null and void, and shall constitute a material breach of this Agreement.

26. LIMITATION OF CORPORATE ACTS

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

27. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or otherwise engaged by CONTRACTOR.

28. DISCRIMINATION

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. This

Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

29. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

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

30. NEPOTISM

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

31. RELIGIOUS AND POLITICAL ACTIVITIES

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

32. AMERICANS WITH DISABILITIES ACT

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

33. CITIZEN PARTICIPATION

CONTRACTOR shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. CONTRACTOR's representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of COUNTY CSD or his/her designee.

34. PROGRAM CHANGES

In the event that CONTRACTOR wishes to make changes to the Program, written approval by COUNTY is required. CONTRACTOR shall request approval for all changes in writing to COUNTY.

35. AMENDMENTS

This Agreement, together with Exhibits A through E, embodies the whole of the agreement of the parties hereto with respect to the subject matter hereof. No amendment or modification to this Agreement shall be effective unless in writing executed by both CONTRACTOR and COUNTY. No oral conversation between



any employee, officer, or agent of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

36. WAIVERS

- A. No waiver by COUNTY of a breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.
- B. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payments made under this Agreement will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or invoices or seek any other legal remedy.

37. BREACH

Subject to Section 41 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

38. DEFAULTS

Should CONTRACTOR fail to comply with the terms of this Agreement, COUNTY will provide written notice to CONTRACTOR identifying specific items of noncompliance. If CONTRACTOR fails to deliver within fifteen (15) days an acceptable written response and work plan to correct the default, or fails to correct such default to COUNTY's satisfaction with the timeframe specified by COUNTY in such notice of noncompliance, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place CONTRACTOR on probation status; and/or
- iv) Suspend payments;

This Section 38 shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

39. TERMINATION

- A. This Agreement may be terminated with or without cause at any time by either party hereto upon giving thirty (30) days' notice in writing to the other party hereto.
- B. COUNTY may immediately terminate this Agreement, in COUNTY's sole discretion, upon the termination or reduction of Funding available to the COUNTY, or if for any reason the timely completion of the Services under this Agreement is rendered infeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by CONTRACTOR that, in COUNTY's discretion, undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.

- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by CONTRACTOR under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that CONTRACTOR ceases or intends to cease to operate (e.g., dissolution of corporate status, declaration of bankruptcy) CONTRACTOR shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to CONTRACTOR for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to CONTRACTOR until such time as the exact amount of damages resulting from CONTRACTOR's breach is determined.
- H. Subsections D, E, F G, and H shall survive the expiration or termination of this Agreement.

40. NOTICE OF TERMINATION

In the event that this Agreement is terminated prior to its expiration, CONTRACTOR shall immediately notify all of its employees and Program participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.

41. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in a court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

42. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

43. CONTRACT

This Agreement consists of this document and Exhibits A through F attached hereto, which together constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

44. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatories to this Agreement are duly authorized to bind CONTRACTOR hereunder, and that all corporate acts necessary for the effective execution of this Agreement have been accomplished.

45. NO THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement.

46. COUNTERPARTS


This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and have the same effect as if all the parties had executed the same instrument.

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

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

"COUNTY"  
COUNTY OF SANTA BARBARA:

By:   
Deputy Clerk

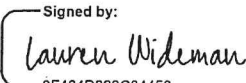
By:   
Steve Lavagnino  
Chair, Board of Supervisors

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

DocuSigned by:  
  
By: 6BAAEA15901943F...  
Deputy Auditor-Controller

DocuSigned by:  
  
By: E33B884A6E08475...  
Jesús Armas  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:  
  
By: 8F464D822C84458  
Deputy County Counsel

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

DocuSigned by:  
  
By: 05E555E00269466  
Risk Manager

“CONTRACTOR”

PATH, a California nonprofit public benefit corporation

DocuSigned by:  
*Jennifer Hark-Dietz*  
By: 8D9C8C42CC784A4  
Jennifer Hark-Dietz, Chief Executive Officer

EXHIBIT A

**Statement of Work**

Program Description

PATH Santa Barbara is located at 816 Cacique Street, Santa Barbara, California (“Shelter”) and provides Shelter Services to Homeless persons.

CONTRACTOR’s Primary Responsibilities

1. Provision of Shelter Services, including:
  - a. Up to 100 year-round beds, meals and access to case management services to support persons experiencing homelessness, including the estimated 23 beds filled by referrals from County departments. Provision of, or referrals to, services as covered by Essential Services Costs defined in Section 1 of this Agreement;
  - b. Operation of the facility in which Shelter Services are provided as covered by Operating Costs defined in Section 1 of this Agreement; and
  - c. Supervision and security.

CONTRACTOR will maintain a safe environment for shelter guests and Program participants.

2. Administration of the Program, including:
  - a. Accounting for the use of funds under this Agreement;
  - b. Administering funds under this Agreement; and
  - c. Preparation and timely submission to COUNTY of quarterly bed-nights reports and Quarterly Status Reports.

Daily Hours of Operation

The Shelter operates every day of the year and is open 24 hours a day.

3. Accomplishments

**General Fund Levels of Accomplishment**

a. Goals

CONTRACTOR will provide the following levels of Services during the Term of the Agreement:

	<b>Goal</b>
Total beds	23
Approximate number of bed-nights made available	8,395
Total unduplicated number of persons served	30

b. Performance Measures

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

	<b>Goal</b>
Percentage of participants who will move into permanent housing at Program exit	20%

Percentage of participants who move to other sheltered residential environments (transitional housing, long-term care, SUD treatment, etc.)	30%
Percentage of adult participants gaining new or increasing existing cash income at Program exit	10%
Percentage of adult participants who will obtain non-cash benefits at Program exit	10%

EXHIBIT B

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

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

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

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

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

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

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

**CONTRACTOR:** PATH

**Authorized Representative:** Jennifer Hark-Dietz, Chief Executive Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT C

**Indemnification and Insurance Requirements  
(For contracts involving the care/supervision of children, seniors or vulnerable persons)**

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or



claim, \$2,000,000 aggregate.

**5. Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

**B. Other Insurance Provisions**

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the 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 the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contractwork.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

Exhibit D



Quarterly Status Report  
2024-2025

County of Santa Barbara  
Community Services Department

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

- Quarter 1** July 1 – September 30     
  **Quarter 2** October 1 – December 31     
  **Quarter 3** January 1 – March 31     
  **Quarter 4** April 1 – June 30

**Agency** PATH (People Assisting the Homeless)      **Contact Person** Herschelle Milford  
**Project** PATH Santa Barbara Emergency Shelter      **Phone Number** 805-951-7324  
**Contract #** \_\_\_\_\_      **Email Address** HerschelleM@ePath.org

1. APR Subrecipient Report

Generate APR Report from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report. Monthly bed night data should also be submitted quarterly along with this report.

2. Narrative

Please provide an update on the overall status of your Emergency Shelter Program. Describe the Program’s impact in addressing homelessness in your geographic area and any successes you wish to highlight.

3. Accomplishments

**Goals**

	Goal	Quarter	Year-to-Date
Total beds	23		
Approximate number of bed-nights made available	8,395		
Total unduplicated number of persons served	30		

**Performance Measures**

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
% of participants who moved into housing at project exit	20%						
% Percentage of participants that move to other sheltered residential environments (transitional housing, long term care, SUD treatment, etc.)	30%						
Percentage of adult participants gaining new or increasing existing cash income at project exit	10%						
% of participants who obtained/increased non-cash benefits at project exit	10%						

Please describe any challenges you have encountered while working toward completion of your goals.

#### 4. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
<b>PATH Shelter</b>		
<b>RACE</b>		
American Indian, Alaskan Native, or Indigenous		
Asian or Asian American		
Black, African American, or African		
Hispanic, Latina/e/o		
Middle Eastern or North African		
Native Hawaiian or Pacific Islander		
White		
Asian or Asian American & American Indian, Alaska Native, or Indigenous		
Black, African American, or African & American Indian, Alaskan Native, or Indigenous		
Hispanic, Latina/e/o & American Indian, Alaskan Native, or Indigenous		

Middle Eastern or North African & American Indian, Alaskan Native, or Indigenous		
Native Hawaiian or Pacific Islander & American Indian, Alaskan Native, or Indigenous		
White & American Indian, Alaskan Native, or Indigenous		
Black, African American, or African & Asian or Asian American		
Hispanic, Latina/e/o & Asian or Asian American		
Middle Eastern or North African & Asian or Asian American		
Native Hawaiian or Pacific Islander & Asian or Asian American		
White & Asian or Asian American		
Hispanic, Latina/e/o & Black, African American, or African		
Middle Eastern or North African & Black, African American, or African		
Native Hawaiian or Pacific Islander & Black, African American, or African		
White & Black, African American, or African		
Middle Eastern or North African & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Hispanic, Latina/e/o		
White & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Middle Eastern or North African		
White & Middle Eastern or North American or North African		
White & Native Hawaiian or Pacific Islander		
Multiracial – more than 2 races/ethnicity, with one being Hispanic/Latina/e/o		
Multiracial – more than 2 races, where no option is Hispanic/Latina/e/o		
Client Doesn't Know/ Prefer Not to Answer		
Data Not Collected		
<b>Totals in RACE</b>		
<b>ETHNICITY<sup>1</sup></b>		
Hispanic or Latino <sup>2</sup>		
Not Hispanic or Latino		
<b>Totals in ETHNICITY</b>		

### 5. Homeless Subpopulations

	Quarter	Year-to-Date
Veterans		
Victims of Domestic Violence		
Elderly		
HIV/AIDS		
Chronically Homeless		
<b>Persons with Disabilities</b>		
Severely Mentally Ill		
Chronic Substance Abuse		
Other Disability		

<sup>1</sup> Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.

<sup>2</sup> 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.

<b>Total</b>		
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### 6. Households – All Programs

	<b>Quarter</b>	<b>Year to Date</b>
Total Number of Households		
Total Number of Persons in Households		
Number of children (under age 18)		
Number of young adults (ages 18-24)		
Number of adults (over age 24)		

### 7. Submission Certification

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Exhibit E

**EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)**  
**Shelter Operations General Fund Grant**  
 County of Santa Barbara Community Services Department

2024-2025

Agency Name: PATH DUNS #: 847855390  
 Project Name: PATH Santa Barbara Shelter Services  
 Address: 816 Cacique Street, Santa Barbara, CA 93103  
 Contact Person: Herschelle Milford Title: Director of Programs  
 Email Address: HerschelleM@Path.org Phone #: 805-951-7324  
 Submit completed ESPR and required documentation to:  
 Staff Person: Miriam Moreno Title: Housing Program Specialist  
 Email Address: mmoreno@countyofsb.org Phone #: 805-588-2479

ESPR Request #: \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_  
 Report Period:  Q1 (Jul - Sep)  
 Q2 (Oct - Dec)  
 Q3 (Jan - Mar)  
 Q4 (Apr - Jun)  
 PO/Contract #: \_\_\_\_\_  
 HCD Project #: \_\_\_\_\_

**Grant Budget and Expenditures**

Activity	Eligible Costs	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Shelter Operations	\$	149,890.00	-	-	149,890.00
	\$	-	-	-	-
	\$	-	-	-	-
<b>TOTAL</b>	<b>\$</b>	<b>149,890.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>
		<b>149,890.00</b>			<b>149,890.00</b>

Check this box if this is the final payment.

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

Manager / Fiscal Officer \_\_\_\_\_

Administrator / Executive Director \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Exhibit F

### CA Civil Code Division 3 Chapter 2.4 1954.08 -1954.093

#### California Code, Civil Code - CIV § 1954.08

For the purposes of this chapter, the following definitions apply:

(a) "Harm-reduction" means a set of strategies, policies, and practices aimed at mitigating the negative social and physical consequences associated with various human behaviors, including, but not limited to, substance use, and that do not rely on punitive measures to gain program compliance.

(b) "Motel or hotel" means a dwelling unit, as defined by subdivision (c) of Section 1940, that an innkeeper retains a right of access to and control of, and that provides or offers all of the following services to all of the residents:

(1) Facilities for the safeguarding of personal property pursuant to Section 1860.

(2) Central telephone service subject to tariffs covering the same filed with the California Public Utilities Commission.

(3) Maid, mail, and room services.

(c) "Shelter program" means a city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an oversight and accountability role in ensuring compliance with program regulations and proper program administration.

(d) "Shelter program administrator" means a city, county, or continuum of care entity that retains an oversight role in ensuring compliance with program regulations and proper program administration.

(e) "Shelter program operator" means a service provider agency that is contracting with a shelter program administrator to carry out the operations of the shelter program. A "shelter program operator" may include community-based service providers as well as public government agencies carrying out program operations.

(f) "Shelter program participant" means an occupant of a motel, hotel, or other shelter site whose occupancy is solely due to their participation in a shelter program.

(g) "Trauma-informed" means a set of practices that promote safety, empowerment, and healing in recognition that program participants may have experienced trauma that informs their experiences and responses

## California Code, Civil Code - CIV § 1954.09

### Section 1954.09 - [Effective until 1/1/2025] Requirements for shelter program

(a) Notwithstanding paragraph (1) of subdivision (b) of Section 1954.091, shelter program participants shall not have their continued occupancy in a motel, hotel, or shelter program constitute a new tenancy and shall not be considered persons who hire pursuant to Section 1940 for the purposes of Section 1161 of the Code of Civil Procedure, if the shelter program meets all of the following requirements:

(1) The shelter program adheres to the core components of Housing First, pursuant to subdivision (b) of Section 8255 of the Welfare and Institutions Code.

(2) The shelter program establishes, adopts, and clearly documents rules governing how and for what reasons a shelter program participant's enrollment may be terminated and the shelter program operator discloses the termination policy to program participants in writing, in plain language, at the commencement of their occupancy.

(A) Permissible reasons for termination shall include sexual assault, verbally or physically threatening behaviors, which rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, physical violence to staff or other program participants, direct observation of participant engaging in illegal activity onsite, or time limits established by the shelter program.

(B) Terminations for reasons not stated in subparagraph (A) and any operational policies negotiated prior to the commencement of the shelter program shall be approved by the shelter program administrator and shared with their shelter program participants in a clearly labeled document.

(C) The shelter program administrator shall endeavor to ensure terminations are performed by the shelter program operator in a trauma-informed manner utilizing a harm-reduction approach, and shall ensure that the termination policies and procedures of the hotel, motel, and shelter program, including the required grievance procedure, comply with all applicable disability laws, including requirements for reasonable accommodation.

(3) The shelter program administrator establishes procedures regarding how a shelter program participant will be provided a written termination notice if a termination occurs and the shelter program operator discloses those procedures to shelter program participants in writing at the commencement of their occupancy.

(A) The shelter program operator shall provide the termination notice to the participant at least 30 days prior to the proposed termination or, if the underlying cause for a proposed termination constitutes a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, the shelter program operator may remove the participant from the premises immediately, provided that the operator advises the participant of their right to utilize the grievance process described in paragraph (5).

(B) The termination notice shall contain a clear, plain-language statement of the reason for the termination, shall notify the participant of their right to request a reasonable accommodation if they

are a qualified person with a disability, and shall notify the participant of their right to utilize the grievance process described in subparagraph (E).

(C) The established procedures developed regarding participant guideline violations shall include an escalation continuum that incorporates documented warnings and documented shelter program operator staff and participant problem solving methods prior to instituting terminations from the shelter program.

(4) The shelter program operator shall provide an exit plan upon termination of a shelter program participant that includes referrals to any available local shelter service for which the participant is eligible and the shelter program operator shall make a good faith, reasonable effort to facilitate an intake for that participant in an available bed or unit.

(A) The shelter program operator shall document good faith, reasonable efforts and shall make that documentation available upon request.

(B) The shelter program administrator, in cases where the grievance process is utilized, shall determine whether the shelter program operator's efforts constitute a good faith effort to facilitate a participant into an alternative available shelter site or program.

(C)(i) The shelter program administrator shall make good faith efforts to provide reasonable transportation accommodations upon termination of a shelter program participant from a program or upon transfer of a shelter program participant to an alternative available bed or unit.

(ii) In exigent circumstances that necessitate the presence of first responders, police, or fire department and render it infeasible to provide a termination letter at that time or coordinate a postexit plan, the shelter program operator shall create a termination letter that satisfies the above-described requirements and make that documentation available to participants within 24 hours of their request.

(5) The shelter program administrator shall establish a grievance process that complies with due process and the shelter program operator shall disclose the grievance process to occupants in writing, in plain language, at the commencement of their occupancy.

(A) The grievance process shall give shelter program participants a right to due process appeal through the shelter program administrator if the shelter program participant believes they were or are being wrongfully terminated from the program, and shall inform shelter program participants on how to access and initiate the grievance process.

(B)(i) Program participants shall be provided the opportunity to initiate the grievance process 30 days prior to their proposed termination date or at any point thereafter.

(ii) In cases where participants are subject to immediate removal based on circumstances that present a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, participants shall be provided the opportunity to initiate the grievance process at the time of removal or at any point thereafter.

(C) If, following the grievance process, the proposed termination is not carried out, any participant already removed shall be granted the right to resume their participation in the program. If the shelter

program operator is unable to place the individual in the original site, the shelter program operator shall facilitate a placement for the individual in an alternative available motel, hotel, or shelter site.

(b) Where a shelter program administrator is also the shelter program operator, the shelter program administrator is responsible for all of the duties described in subdivision (a).

(c) For properties that are being converted from use as a motel or hotel, or from use as a shelter, interim housing, emergency shelter, or other interim facility to a permanent housing site, paragraph (2) shall not apply to occupants of the site from the date that the site receives a certificate of occupancy as a permanent housing site.

### **California Code, Civil Code - CIV § 1954.091**

#### **Section 1954.091 - [Effective until 1/1/2025] Duration of occupancy; tenant rights or protections**

(a) Section 310.3 of Chapter 3 (commencing with Section 301.1) of Part 2 of Title 24 (the California Building Standards Code) of the California Code of Regulations shall not be interpreted to restrict the duration of occupancy for shelter program participants.

(b)(1) This chapter shall not be interpreted to either confer or deny any tenant rights or protections for persons who hire pursuant to Section 1940, or any rights that the tenant may otherwise be entitled to under any applicable federal, state, or local law.

(2) Notwithstanding paragraph (1), a shelter program participant of a shelter program that complies with the requirements described in Section 1954.09 shall be entitled to all of the following:

(A) A shelter program participant's continued occupancy in a motel or hotel does not constitute a new tenancy.

(B) A shelter program participant shall not be considered a person who hires pursuant to Section 1940 for the purposes of Section 1161 of the Code of Civil Procedure.

(C) Receipt of a written termination policy.

(D) Disclosure of a termination notice procedure.

(E) Thirty days' notice prior to termination, except as described in Section 1954.09.

(F) Right to appeal termination pursuant to the grievance policy required by Section 1954.09.

### **California Code, Civil Code - CIV § 1954.092**

#### **Section 1954.092 - [Effective until 1/1/2025] Motels and hotels; designation; prohibited actions**

(a) A motel or hotel shall not be designated as a nontransient motel or a nontransient hotel pursuant to Section 310.4 of Chapter 3 (commencing with Section 301.1) of Part 2 of Title 24 (the California Building Standards

Code) of the California Code of Regulations solely as a result of a shelter program participant's occupancy in the motel or hotel beyond a 30-day period.

(b) A hotel or motel shall not do either of the following:

(1)(A) Adopt termination policies specifically for motel or hotel occupants who are shelter program participants that do not apply to other motel or hotel occupants who are not participating in a shelter program, impose restrictions on the ability of program participants to freely enter or exit the property or access certain areas or amenities of the property that do not apply to other motel or hotel occupants, or levy charges and fees, including fees for room card replacements, that do not apply to other motel or hotel occupants.

(B) This paragraph sets minimum standards for shelter program terminations and shall not be construed to restrict shelter program operating standards that confer greater rights to participants with regard to shelter program terminations.

(2) Require shelter program participants to check out and reregister, move out of rooms or between rooms, or from the hotel or motel while actively enrolled in the shelter program for the purposes of preventing an occupant from establishing rights of tenancy.