

SUBRECIPIENT AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

Good Samaritan Shelter

Personal Property Storage

**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 (the “COUNTY”), a political subdivision of the State of California, and Good Samaritan Shelter (the “SUBRECIPIENT”), a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, CA 93456.

WITNESSETH THAT:

WHEREAS, On March 11, 2021, the 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, 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 the SLFRF as defined by guidance and policy set forth by the U.S. Department of the Treasury; and

WHEREAS, this Agreement outlines ARPA specifications; and

WHEREAS, Good Samaritan Shelter is a SUBRECIPIENT, and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit H.

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 (“Services” or “services”) described in the Scope of Services attached hereto and incorporated herein as Exhibit A (“Scope of Services”) shall be performed in Santa Barbara County under the supervision of SUBRECIPIENT’s Executive Director, who shall ensure that the SUBRECIPIENT’s staff and contractors providing the Services are competent to perform the services and duly licensed to the extent required by Applicable Law (defined below).

B. Services

1. Eligible Costs

Only costs incurred to administer the Services are eligible for reimbursement and are included in the Budget attached hereto and incorporated as Exhibit B (“Budget”). Activities funded under 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

The SUBRECIPIENT shall be responsible for providing the services as set forth in the Scope of Services in a manner satisfactory to the COUNTY and consistent with all applicable federal, state, and local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines (collectively, “Applicable Law”), including, but not limited to, all federal requirements and standards required as a condition of receiving SLFRF funds. All of the Services shall be performed by SUBRECIPIENT or under SUBRECIPIENT’s supervision. SUBRECIPIENT represents that it possesses the professional and technical skills required to perform the Services. SUBRECIPIENT and its contractors and subcontractors shall perform all Services in a professional and competent manner, and with the reasonable and customary level of care provided by practitioners of such party’s profession performing such work in the State of California. All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that the Services to be performed shall conform to the requirements of this Agreement, all Applicable Law, and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect at all times during the Term (defined below), at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are required under Applicable Law to practice their respective professions and to perform the Services. All Services shall be performed in a manner consistent with the requirements of Housing First as set forth in Welfare and Institutions Code sections 8255 et seq., and shall include, but not be limited to, use of a homelessness coordinated entry system, Housing First practices, and progressive engagement practices.

C. Staffing

Only the salary and benefits for the positions listed in the Budget in Exhibit B as funded with ARPA funds, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by COUNTY through an amendment to the Budget. All services shall be performed by SUBRECIPIENT and approved sub-recipients. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT shall perform all services

in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

D. Levels of Accomplishment – Goals and Performance Measures

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

E. Performance Monitoring

SUBRECIPIENT shall be responsible for providing 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 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, Agreement suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing 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 August 30, 2023 ("Operating Start Date"), and shall terminate on June 30, 2024, unless earlier 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 the Operating Start date and shall terminate on June 30, 2024. Any funds not expended by June 30, 2024, will no longer be available to the SUBRECIPIENT and shall be returned 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

