

**SUBRECIPIENT AGREEMENT FOR ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 2  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE CITY OF SAN LUIS OBISPO**

This Agreement for the provision of Encampment Resolution Funding Program Round 2 funding for homeless services (herein referred to as the "Agreement"), is made and entered into this date \_\_\_\_\_ by and between the County of San Luis Obispo, hereinafter called the "COUNTY," and the City of San Luis Obispo, hereinafter called the "SUBRECIPIENT".

**RECITALS**

**WHEREAS**, the State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022); and

**WHEREAS**, the Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Agreement, ERF-2-R is synonymous with "ERF" or "Program". and refers to programs and grantees under Health and Safety Code 50252.1(c)(1); and

**WHEREAS**, the County applied to the Agency for an Encampment Resolution Project which targets the Bob Jones Encampment in the County of San Luis Obispo and in the City of San Luis Obispo; and

**WHEREAS**, on July 11, 2023, the County of San Luis Obispo Board of Supervisors approved a grant allocation agreement with Cal ICH for the Encampment Resolution Funding rolling grant; and

**WHEREAS**, the COUNTY entered into Standard Agreement Number 23-ERF-2-R-10004 with the Agency, dated August 8, 2023, and attached hereto as Exhibit "D"; and

**WHEREAS**, the COUNTY desires to allocate a total sum of \$ 311,718.21 of the \$13,361,999.19 award to SUBRECIPIENT for the project; and

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** COUNTY hereby engages SUBRECIPIENT to perform, and SUBRECIPIENT hereby agrees to perform, the services set forth in Exhibit "A", attached hereto and incorporated herein by reference, pursuant to the terms and conditions hereinafter set forth.

2. **Term of Contract.** The term of this Agreement shall commence on the effective date of July 1, 2025, and shall terminate June 30, 2026, unless said work is completed prior to that date or unless sooner terminated as hereinafter provided.

3. **Compensation.** SUBRECIPIENT shall be compensated by COUNTY for performing said services in accordance with the terms set forth in Exhibit "B", attached hereto and incorporated herein by reference.

4. **Non-Exclusivity.** Nothing in this Agreement is intended or shall be construed as creating any exclusive arrangement between the COUNTY and SUBRECIPIENT. This Agreement shall not restrict the COUNTY or any of its departments from acquiring similar, equal or like goods and/or services from other entities or sources, nor is SUBRECIPIENT restricted from performing similar services outside the project scope.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this Agreement at any time by giving to the other party THIRTY (30) days' prior written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. SUBRECIPIENT shall be paid for all accepted goods and work satisfactorily completed and accepted by COUNTY, and for all goods and work reasonably planned for or prepared, prior to the effective date of the termination. Termination of this Agreement may be effectuated by the Director of Department of Social Services without the need for action, approval or ratification of the Director of the Department of Central Services or the Board of Supervisors.

6. **Termination of Contract for Cause.** If SUBRECIPIENT (1) fails to perform SUBRECIPIENT's duties to the satisfaction of the COUNTY, or (2) fails to fulfill in a timely and professional manner SUBRECIPIENT's obligations under this Contract, or (3) violates any of the terms or provisions of this Contract, then COUNTY shall notify the SUBRECIPIENT in writing of such failure or violation. This notice must give SUBRECIPIENT at least ten calendar days (the "cure period") to perform the work or cure the deficiency. If SUBRECIPIENT has not performed the work or cured the deficiency within the cure period, COUNTY shall have the right to terminate this Contract effective immediately upon expiration of the cure period. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. SUBRECIPIENT shall be paid for all work satisfactorily completed and accepted by the COUNTY prior to the effective date of such termination. If COUNTY's termination of SUBRECIPIENT for cause is defective for any reason, including but not limited to COUNTY's reliance on erroneous facts concerning SUBRECIPIENT's performance, or any defect in notice thereof, COUNTY's maximum liability, if any, shall not exceed the amount payable to SUBRECIPIENT under this Contract, plus any compensation for damages actually suffered by SUBRECIPIENT due to COUNTY's defective termination for cause.

7. **Suspension of Performance.** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which SUBRECIPIENT'S services are to be performed, may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to exigent health, safety or financial circumstances, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective. Additionally, SUBRECIPIENT may immediately suspend

performance, in whole or in part, in response to exigent health, safety or financial circumstances, until such time as the cause for suspension is resolved or a notice of termination becomes effective.

8. **Nondiscrimination.** SUBRECIPIENT agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. SUBRECIPIENT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation. SUBRECIPIENT shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If COUNTY finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. In addition to an independent finding by COUNTY of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by COUNTY of such violation.

9. **Assignment, Delegation or Subcontracting of Contract.** SUBRECIPIENT may contract with businesses for trash receptacle placement, portable restrooms, and removal of trash and debris in accordance with City purchasing practices and encampment clean up guidelines. SUBRECIPIENT shall not assign any of SUBRECIPIENT's rights, delegate any of SUBRECIPIENT's duties, or subcontract any other portion of SUBRECIPIENT's obligations under this Contract without the prior written consent of the COUNTY. No assignment, delegation or subcontracting will release SUBRECIPIENT from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the COUNTY. If subcontracting is approved by the COUNTY, SUBRECIPIENT shall remain primarily liable for all of its obligations under the Contract. SUBRECIPIENT is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

10. **Authority of Subrecipient.** If SUBRECIPIENT is a corporation or a limited liability company and is performing services within California, SUBRECIPIENT represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California. SUBRECIPIENT warrants that it has full power and authority to enter into and perform this Contract, and the person(s) signing this Contract warrant that he or she has been properly authorized and empowered to enter into this Contract.

11. **Governing Law and Venue.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract. The parties will submit to the jurisdiction of the Superior Court of the County of San Luis Obispo, notwithstanding Code of Civil Procedure section 394, as may be amended from time to time.

12. **Independent Contractor Status.** SUBRECIPIENT shall, during the entire term of the Contract, be construed to be an independent contractor. Nothing in this Contract is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which SUBRECIPIENT performs the services which are the subject matter of this Contract; provided always however that the services to be provided by SUBRECIPIENT shall be provided in a manner consistent with all applicable standards, regulations and Contract terms governing such services. SUBRECIPIENT understands and agrees that SUBRECIPIENT's personnel are not and will not be eligible for membership in or any benefits from any COUNTY group plan for hospital, surgical or medical insurance or for membership in any COUNTY retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a COUNTY employee.

13. **Warranty of Contractor.** SUBRECIPIENT warrants that SUBRECIPIENT and each of the personnel employed or otherwise retained by SUBRECIPIENT are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services under this Contract. SUBRECIPIENT further agrees that it shall keep in full force and effect during the entire term of this Contract, all permits, registrations, and licenses, if required by law or contract, to accomplish the work specified herein.

14. **Mutal Indemnification.** To the fullest extent permitted by law, SUBRECIPIENT shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of this Contract to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the SUBRECIPIENT or its agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the COUNTY.

To the fullest extent permitted by law, COUNTY shall indemnify, defend, and hold harmless SUBRECIPIENT and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of this Contract to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the COUNTY or its agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the SUBRECIPIENT.

15. **Insurance.** SUBRECIPIENT, at its sole cost and expense, shall purchase and maintain the insurance policies set forth in **Exhibit "C"**.

16. **Records.** SUBRECIPIENT shall keep complete and accurate records of the services performed under this Contract, including personnel timecards and invoices for services. The SUBRECIPIENT shall allow the COUNTY Auditor to inspect and audit any and all books, and records maintained by SUBRECIPIENT and subcontractors pertaining to the services under this Contract at any reasonable time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of three years thereafter, the SUBRECIPIENT shall furnish any such record, or copy thereof, to the COUNTY Auditor.

17. **Audit Rights** Pursuant to Government Code section 8546.7, every contract involving the expenditure of public funds in excess of \$10,000 is subject to examination and audit of the State auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the Contract. SUBRECIPIENT shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. COUNTY shall advise SUBRECIPIENT if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit, or within five (5) days of COUNTY becoming aware of the audit, whichever date is earlier. All payments made under this Contract shall be subject to an audit at COUNTY's option, and shall be adjusted in accordance with said audit. The SUBRECIPIENT shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any COUNTY audits. This provision is in addition to any other inspection and access rights set forth in this Contract.

18. **Accounting.** SUBRECIPIENT shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by SUBRECIPIENT's accounting and financial reporting system, and which is incorporated herein by reference. SUBRECIPIENT shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by COUNTY. The Handbook is available at <https://www.slocounty.ca.gov/Departments/Auditor-Controller-Treasurer-Tax-Collector-Public-/Forms-Documents/Resources-for-Vendors/Contract-Accounting-Handbook.pdf> or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, California, 93408.

19. **Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over Five Thousand Dollars (\$5,000), the SUBRECIPIENT shall include in all documents and in all written reports falling within section 7550, a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

20. **Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the COUNTY and shall not be subject to an application for copyright by or on behalf of SUBRECIPIENT.

21. **Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by SUBRECIPIENT under this Contract shall be made available to any individual or organization by SUBRECIPIENT without the prior written approval of COUNTY, unless disclosure is required by law. SUBRECIPIENT will notify COUNTY in advance of any such disclosure.

22. **Equipment and Supplies.** SUBRECIPIENT will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

23. **Conflict of Interest.** SUBRECIPIENT acknowledges that SUBRECIPIENT is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. SUBRECIPIENT certifies that SUBRECIPIENT is unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Contract. SUBRECIPIENT agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

24. **Time is of the Essence.** Time is of the essence in the delivery of the goods and/or services by SUBRECIPIENT under this Contract. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the good not conforming to applicable specifications, drawings, samples, or descriptions, or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods or services shall not bind COUNTY to accept future goods and services.

25. **Waiver.** The acceptance by COUNTY of late or partial performance of any goods or services with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the SUBRECIPIENT, or of any other claim, right or remedy of the COUNTY.

26. **Enforceability.** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

27. **Entire Agreement and Modification.** This Contract supersedes all previous contracts between the parties related to the services and/or goods which are the subject of this Contract. It constitutes the entire understanding of the parties with respect to the goods and services. SUBRECIPIENT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUBRECIPIENT specifically acknowledges that in entering into and executing this Contract, SUBRECIPIENT relies solely upon the provisions contained in this Contract and no others. This Contract may be executed via facsimile or pdf e-mail, and in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

28. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent by first class mail, posted prepaid, through the United States Postal Service, to the COUNTY at:

Homeless Services Division  
Department of Social Services  
County of San Luis Obispo  
PO Box 8119  
San Luis Obispo, CA 93403

and to the SUBRECIPIENT:

City of San Luis Obispo  
990 Palm Street  
San Luis Obispo, CA 93401

or given by personal delivery. Mailed notices shall be deemed to have been given, delivered and received three (3) business days after the date of such notice or other communication is posted by the United States Postal Service.

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IN WITNESS THEREOF, COUNTY and SUBRECIPIENT have executed this Contract on the day and year first hereinabove set forth

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
WHITNEY MCDONALD  
City Manager

By: \_\_\_\_\_  
CHRISTINE DIETRICK  
City Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO  
Department of Social Services

By: \_\_\_\_\_  
DEVIN DRAKE  
Director

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

**ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 2 (ERF-2-R) GRANT**

**Organization Name:** City of San Luis Obispo

**Project Name:** Encampment Resolution Funding Program

**Project Address:** 3451 South Higuera Street, San Luis Obispo, CA 93401

**Amount of ERF-2-R funding award:** \$ 311,718.21

**Project Description:**

The City of San Luis Obispo will work collaboratively with the County and Good Samaritan Shelter to provide intensive outreach for individuals residing at the Bob Jones Bike Trail encampment area outlined in the ERF application with the goal of connecting individuals with Interim and Permanent Supportive Housing (PSH) services. Good Samaritan Shelter (GSS) will deploy an outreach team that will work in collaboration with the City of SLO Field Teams consisting of the Fire Department's Mobile Crisis Unit (MCU), the Police Department's Community Action Team (CAT), and Parks and Recreation Ranger Service. During the first 4-6 months of the outreach engagement plan, teams will engage individuals at the BJBT encampment to build trust. The City of SLO's Field Team will track encampment outreach efforts using GIS encampment mapping software, Survey123, and they will provide GSS with outreach data that GSS outreach staff will input into HMIS. The HMIS database system will help to track individuals who are already residing in the area and will feed into the Coordinated Entry System (CES). Through CES, residents of the BJBT encampment will be identified and offered Interim Supportive Housing (ISH) at the Welcome Home Village ("the Village"). The Village will consist of 14 ISH units that will follow a Non-Congregate Shelter model. ISH will be provided for an average of 6–12 months to assist residents in connecting to services, providing stabilization, and becoming document ready to transition to permanent housing. The Village will also consist of 40 Single Room Occupancy individual units that will provide PSH for individuals as they transition from ISH into PSH.

In addition to encampment outreach, the City of SLO will provide portable restroom and trash services for the Bob Jones Bike Trail Encampment Corridor. The City will also provide temporary storage for individuals who are transitioning out of the encampment and request to have personal belongings stored for up to 90 days per the City's Temporary Storage Guidelines.

During the grant period, City staff will schedule periodic cleanups of the encampment area to address health and safety concerns, debris, fire and flood mitigation, and maintenance of the trail and creek system. City staff will notify the County and GSS of all scheduled cleanups and will follow the City's Compassionate Assistance, Mitigation and Prevention (CAMP) Standards.

**Performance Outcomes:<sup>1</sup>**

1. Reduce those experiencing unsheltered homelessness by 50% in BJBT encampment by 6/30/2026
2. Provide outreach to 200 individuals in the BJBT encampment by 6/30/2026
3. Out of the 200 to be served by outreach, transition 100 into interim housing by 6/30/2026
4. Decrease calls by 50% to City of San Luis Obispo Law Enforcement and Fire Department regarding BJBT by 6/30/2026.

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<sup>1</sup> The Parties acknowledge and agree that these Performance Outcomes are aspirational but, due to a variety of known and unknown factors including those outside the control of either Party, may not be achieved. Should any of these Performance Outcomes not be met during the Term of this Agreement, any such non-fulfillment shall not constitute a breach of this Agreement by either Party.

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**EXHIBIT B**

**COMPENSATION AND BILLING**

**ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 2 (ERF-2-R) GRANT**

1. **Compensation:** County shall pay to Subrecipient as compensation in full for all services performed by Subrecipient pursuant to this Agreement, the following sum(s) in the following manner:
  - a. County's Maximum Cost: Subrecipient understands that the Contractor shall not expend more than \$311,718.21 for all services under this Agreement.
  - b. Subrecipient shall be reimbursed for all necessary and reasonable costs incurred on behalf of the County within the limits obligated by the Agreement and established by the budget. Any costs incurred by the Subrecipient over and above the sums obligated by the Agreement or set out in the budget shall be at the sole risk and expense of the Subrecipient.
2. **Billing:**
  - a. Subrecipient shall submit to the County, by the 20th of each month, an itemized statement/invoice of services performed during that preceding period utilizing a form provided by the County. Additionally, final June invoices shall be received no later than the 5th business day of July in order to meet County fiscal year-end deadlines.
  - b. The invoice shall include a monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. The invoice shall be accompanied by appropriate documentation as proof of and/or justification for each expenditure made. **Please use the last date of the service period as the invoice date.**
  - c. All fiscal reports and billing shall be submitted to George Solis, Department of Social Services, Homeless Services Division, PO Box 8119, San Luis Obispo, CA 93403 or via email at SS\_homelessgrants@co.slo.ca.us.
  - d. In addition to withholding payment due to disputed charges on an invoice, County shall have the right to withhold payment to Subrecipient under the following conditions:
    - i. If, in the County's opinion, as issued in writing by the County of San Luis Obispo Director of Department of Social Services, Subrecipient's performance, in whole or in part, has not been carried out. County shall notify Subrecipient of any perceived failure of performance pursuant to the terms of the Agreement between Subrecipient and County.
    - ii. If Subrecipient has not documented or has not sufficiently documented Subrecipient's services according to client records standards of the industry and any special requirements needed by third party payor(s) or State or Federal funding agencies.

- iii. If Subrecipient has failed or refused to furnish information or cooperate with any inspection, review or audit of the Program or County's use of Program. This includes interviews or reviews of records in any form of information storage.
  - iv. Any payment withheld pursuant to this subsection (d) shall be promptly paid to Subrecipient upon Subrecipient's good faith and timely correction of the condition giving rise to withholding the payment.
3. **Payments:** County shall, within thirty (30) days after the receipt of an approved itemized statement from Subrecipient meeting all criteria in this Agreement, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include an explanation of the nature of the dispute with the payment for the undisputed charges. The parties shall exchange any information needed to resolve the dispute within a reasonable time.
4. **Expenditure Requirements: In accordance with the California Interagency Council on Homelessness** Notice of Funding Availability all ERF-2-R grant funds (100 percent) must be expended by June 30, 2026. Any funds not expended by that date shall revert to the fund of origin. (Health & Safety Code, § 50253, (e)(5).)
5. **Budget Adjustments:**
- a. Subrecipient agrees to adhere to this budget. Requests for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1 shall be requested in advance, in writing, with a showing of good cause that advances the overall purpose of the Agreement. The County of San Luis Obispo Director of Social Services (Director) or designee shall, in advance and in writing, approve and execute any budget adjustment before Subrecipient may render any services pursuant to said budget adjustments. Services rendered pursuant to any budget adjustment that has not first been requested in writing, and approved by the Director or designee in writing, shall not be payable under this Agreement or any later Agreement amendment.
  - b. The Board of Supervisors expressly grants to the County of San Luis Obispo Director of Social Services or designee the authority to approve said budget adjustments provided the change does not increase the maximum compensation under this Agreement or any other burden of the County under this Agreement.
  - c. Subject to prior review and approval of the County of San Luis Obispo Director of Social Services or designee, budget category shifts of up to twenty-five percent (25%) are allowed, so long as the Agreement total neither increases nor decreases. Budget category shifts meeting criterion shall not require a formal Agreement amendment. Budget category shifts not meeting this criterion shall require a formal Agreement amendment.

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 2 (ERF-2-R) GRANT**

**INSURANCE Coverage**

Contractor shall procure and maintain for the duration of the contract 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 by the Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT 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 for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO 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. Automobile liability coverage may be included in Contractor's general liability policy.
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. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**OTHER INSURANCE Provisions**

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

***Additional Insured Status***

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 and CG 23 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance 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.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

***Failure to Maintain Insurance***

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

***Waiver of Subrogation***

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 affect 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.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. 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.

***Separation of Insureds***

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

***Verification of Coverage***

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All 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 County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

County of San Luis Obispo  
Department of Social Services – Homeless Services Division

PO Box 8119  
San Luis Obispo CA 93403

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***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.

DRAFT

**EXHIBIT D**

**ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 2 (ERF-2-R) GRANT  
PROGRAM REQUIREMENTS**

**1. Ineligible Costs**

ERF-2-R funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250-50254, other applicable laws, the terms and conditions of this agreement, Cal ICH guidance or directives, the NOFA under which the County applied, representations contained in the County's application, and the Purpose of the Program.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH and the County reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the County or Subrecipient use ERF funds to pay for ineligible activities, the County and Subrecipient shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the County and Subrecipient at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

**2. Reporting Requirements**

**a) Timing and Format of Reports**

The County and Subrecipient are required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. The County and Subrecipient shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to the County and Subrecipient.

b) Required Data

The County and Subrecipient will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and

Cal ICH's discretion in identifying which information shall be included in these reports is final.

c) Cal ICH Usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

d) Failure to Report

If the County and Subrecipient fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

**3. Evaluation**

- At Cal ICH's discretion, the County and Subrecipient shall participate in a program evaluation regarding their implementation of ERF-2-R awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.
- County and Subrecipient are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, the County must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.
- For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document the County's and Subrecipient's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with the County's and Subrecipient's site visit terms during any site visits.
- County and Subrecipient should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the County or Subrecipient.
- County shall notify Cal ICH and provide copies of any reports or findings if the County conducts or commissions any third-party research or evaluation regarding their funded project.
- All terms and conditions that apply to reporting similarly apply to evaluation.

**4. Inspection Subrecipient and Retention of Records**

**a. Record Inspection**

The Subrecipient agrees that County or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Subrecipient agrees to provide County, or its designee, with any relevant information requested. The Subrecipient agrees to give County or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and

of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with ERG laws, Cal ICH guidance or directives, and this Agreement.

In accordance with Health and Safety Code section 50220.5, Subdivision (I), if upon inspection of records COUNTY identifies noncompliance with grant requirements COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

**b. Record Retention**

The Subrecipient agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

**5. Nondiscrimination**

During the performance of this Agreement, Subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**6. Conflict of Interest**

All Subrecipients are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a. 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 County, 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 Subrecipient with any State County to provide goods or services.
- b. 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 County. 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 County if he or she was employed by that State County 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.

- c. Employees of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

#### **7. Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Subrecipient hereby certifies, under penalty of perjury under the laws of State of California, that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, or Subrecipients 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, or Subrecipients about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. Subrecipient's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation, and employee assistance program; and
  - iv. Penalties that may be imposed upon employees, and Subrecipients for drug abuse violations.
- c. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
  - i. Will receive a copy of Subrecipients drug-free policy statement, and
  - ii. Will agree to abide by terms of subrecipient's condition of employment or subcontract.

#### **8. Child Support Compliance Act**

For any Contract 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.

**9. Special Conditions - Subrecipients**

The Subrecipient agrees to comply with all conditions of this Agreement including the Special Terms and Conditions set forth in Section 11. These conditions shall be met to the satisfaction of County prior to disbursement of funds. The Subrecipient shall ensure that all Sub subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF-2-R funds. Failure to comply with these conditions may result in termination of this Agreement.

- a. The Agreement between the Subrecipient and any Sub subrecipient shall require the Subrecipient and its Sub subrecipient, if any, to:
  - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subrecipient or any Sub subrecipient in performing the Work or any part of it.
  - iv. Agree to include all the terms of this Agreement in each subcontract.

**10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Subrecipient agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF-2-R program, the subrecipients, and all eligible activities.

Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to County upon request.

**11. Inspections**

- a. Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b. County reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c. Subrecipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

**12. Special Terms and Conditions**

Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with ERF-2-R funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, ERF-2-R funding shall be

used to adopt a Housing First approach within the entire local homelessness response system. Including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

**13. Data & Confidentiality – Use of Homeless Management Information System or Equivalent Database**

- a. **Client Participation/Client Data Collection.** Pursuant to HSC Section 50254(b)(3), during the term of this Agreement, the Subrecipient shall maintain a list of all persons receiving benefits from the program and collect all other required data elements for the Subrecipient's internal tracking system. The Subrecipient will not have access to HMIS and will not be responsible for entering any client data into HMIS. The Subrecipient will coordinate with GSS, which will be responsible for entering all client data into HMIS, in accordance with HMIS guidelines, policies and rules. The Subrecipients shall ensure all data shared with GSS is complete and accurate for the purpose of entry into HMIS, in preparation for the year-end Annual Performance Report (APR) by no later than 30 days after grant close.
- b. **Data Entry and Use.** The Subrecipient will not have access to or interact with HMIS. GSS shall collect and enter all required data per the most current HMIS Data Standards into HMIS, pursuant to HSC Section 50254, including, but not limited to, health information, in a manner consistent with state and federal law, for tracking in the statewide Homeless Data Integration System. GSS will be solely responsible for entering client data into HMIS and ensuring compliance with all applicable HMIS policies. The Subrecipient will use Release of Information (ROI) forms for each client to share information with GSS as necessary for case coordination and service delivery.
- c. **Coordinated Assessment at Entry.** For projects that are required to use Coordinated Entry, the Subrecipient will assist in client assessment and referral to GSS for entry into the program. GSS will use the Coordinated Entry Assessment form and the assessment tool that has been identified in the Coordinated Entry Policies and Procedures. The Subrecipient will not have access to the Coordinated Entry data in HMIS, therefore ROI forms will be used to facilitate the sharing of information between the Subrecipient and GSS, as necessary, to ensure clients are appropriately assessed and referred. GSS shall enter all coordinated assessment client scores into HMIS no later than three (3) business days after client program entry, unless otherwise notified by the County.
- d. **Validation Studies.** The County may periodically conduct formal validation studies of HMIS Data (the "Validation Studies"). GSS will ensure the validity of the information entered into HMIS and will provide access to the County for review, as needed, to verify the accuracy of the data reported in the HMIS database. The Subrecipient will not be involved in this process as they do not have access to HMIS data.
- e. **Data Quality.** GSS shall ensure all required data in HMIS meets the data quality standards as outlined in the most current CoC HMIS Data Quality Plan. The Subrecipient is not responsible for data quality in HMIS and will rely on GSS to ensure that data entered into HMIS meets the required standards.
- f. **Aggregate Data and Reports.** Aggregate HMIS Data received from the GSS and other agencies providing Homeless Services affiliated with the County and included in the HMIS database shall be utilized by the County to produce reports regarding utilization of housing and homelessness services, track program outcomes, and provide accountability for entities that receive funds for use in providing housing and homelessness services. The Subrecipient will not be involved in the production of these reports, as they will not have access to individual -level HMIS data.

- g. **Inter-Agency Data Sharing.** The HMIS program is designed to permit sharing of Data between the County's affiliated agencies. The Subrecipient will not directly share data via HMIS. Instead, the Subrecipient will work with GSS, and client-level data may be shared between GSS and the Subrecipient for case conferencing and service coordination, provided such sharing is in accordance with applicable confidentiality laws and with signed ROIs in place for each client.
- h. **Confidentiality (HMIS).** The County shall ensure the protection of client data within HMIS, taking all reasonable action that it deems necessary and appropriate to prevent unauthorized use or disclosure of the data. The Subrecipient will only share client information with GSS or other partners in cases where signed ROI forms are in place, ensuring that client consent is obtained before any information is shared.
- i. **Point in Time Count:** Subrecipient shall take an active role in the County Wide Homeless Point in Time Count. Additionally, when applicable, Subrecipient shall provide demographic client emergency shelter and/or transitional housing data, as required by the US Department of Housing and Urban Development (HUD).

**EXHIBIT E**

**STANDARD AGREEMENT NUMBER 23-ERF-2-R-10004 WITH THE  
CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS**