

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and South Coast Funding Group, LLC, a Delaware limited liability company doing business as QwikResponse Restoration & Construction whose principal address is 165 Aero Camino, Goleta, CA 93117 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party").

WHEREAS, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, 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 designate expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

WHEREAS, on August 31, 2021, the County Board of Supervisors approved the Encampment Resolution Strategy and Protocol including County American Rescue Plan Act ("ARPA") funds to provide sanitation services.; and

WHEREAS, on April 23, 2024, the County Board of Supervisors approved \$500,000 in ARPA funds to provide sanitation services as part of the Encampment Resolution Strategy; and

WHEREAS, the COUNTY solicited a Request for Proposals for Sanitation Services at Homeless Encampments in Santa Barbara County; and

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

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

1. DESIGNATED REPRESENTATIVE

Joe Dzvonic at jdzvonic@countyofsb.org is the representative of COUNTY ("COUNTY Representative") and will administer this Agreement for and on behalf of COUNTY. Cheyne Knight at Cheyne@qwikresponse.com is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written Notice to the other Party in accordance with Section 2, below.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each a "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2),

by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Joe Dzvonic, Deputy Director
County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Email: jdzvonic@countyofsb.org
Office: (805) 568-3524
Fax: (805) 560-1091

To CONTRACTOR: Cheyne Knight
QwikResponse Restoration & Construction
165 Aero Camino
Goleta, CA 93117
Email: Cheyne@qwikresponse.com
Office: (805) 962-6626
Cell: (805) 451-3115
Fax: (805) 963-2165

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Section 2 shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") set out in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Scope of Services"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative.

4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate on June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

It is expressly agreed and understood that the total amount of compensation to be paid by COUNTY under this Agreement shall not exceed **\$500,000** ("Maximum Contract Amount"), and that payments hereunder shall be subject to annual appropriations and budget approval. In full consideration for CONTRACTOR's Services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT C, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT C. Unless otherwise specified on EXHIBIT C, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents and warrants that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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 by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items in connection with this Agreement, whether or not completed, and CONTRACTOR shall not disclose any of such items or their contents except after prior written approval of COUNTY in each instance: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, whether or not performance under this Agreement is completed or terminated prior to completion.

CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any and all Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that no Copyrightable Works and Inventions and other items provided under this Agreement will infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay all damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Section 11 shall survive the expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary

for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT D, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for immediate termination of this Agreement by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT C, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence thereto; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBITS D and E attached hereto and incorporated herein by reference

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract only with the subcontractors identified in Contractor's Proposal, a true and correct copy of which is attached hereto as Exhibit B. ("Subcontractor(s)"). CONTRACTOR shall be fully responsible for all services performed by Subcontractor(s). CONTRACTOR shall secure from each of the Subcontractor(s) all rights afforded to COUNTY in this Agreement, including, but not limited to, audit rights.

33. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary and/or confidential information ("COUNTY Confidential Information"). COUNTY Confidential Information is to be subject to the following special provisions:

- A. reasonable steps will be taken to prevent disclosure of COUNTY Confidential Information to any person except those personnel of CONTRACTOR working on the Services who have a need to use the material.
- B. COUNTY Confidential Information shall only be used by CONTRACTOR to the extent necessary to perform the Services hereunder.
- C. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of all COUNTY Confidential Information to the COUNTY Representative.

34. NEWS RELEASES, INTERVIEWS, GRANT FUNDING ACKNOWLEDGEMENT

CONTRACTOR agrees for itself, its agents, employees and subcontractors, that it will not communicate with representatives of the media concerning the subject matter of this Agreement without prior written approval of the COUNTY in each instance. CONTRACTOR further agrees that all media requests for communication will be referred to the COUNTY Representative. The COUNTY's Community Services Department will be the primary contact for direct communication with the public, including the communications media, regarding this Agreement and the Services to be provided hereunder.

35. REQUIRED FEDERAL PROVISIONS

CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as Exhibit E and incorporated herein by reference. CONTRACTOR shall also comply with the requirements of the Federal 2021 American Rescue Plan Act ("ARPA"), U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In addition, CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the ARPA funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending ARPA funds provided in connection with this Agreement.

36. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the provisions contained in the foregoing numbered Sections 1 through 35 of this Agreement and this Section 36 (collectively, the "Numbered Sections"), and the provisions contained in the Exhibits attached hereto, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C, D, and E, which shall control and prevail over all other provisions of this Agreement as well as overall CONTRACTOR Terms (defined below). If the Proposal or any work order, change order, or quotes provided by CONTRACTOR include any standard printed terms from CONTRACTOR, or any hyperlinks to terms, conditions, "agreements" or other provisions ("CONTRACTOR Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflict between (i) the COUNTY Terms set forth in the the Numbered Sections and Exhibits A, B, C, D, and E hereto, on the one hand (collectively, "COUNTY Terms"), and (ii) CONTRACTOR Terms, on the other, the COUNTY Terms shall take precedence and control and prevail, followed by CONTRACTOR's Terms, if any.


Agreement for Services of Independent Contractor by and between the **County of Santa Barbara** and South Coast Funding Group, LLC, a Delaware limited liability company doing business as QwikResponse Restoration & Construction.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties ("Effective Date").

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

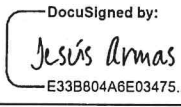
"COUNTY"
COUNTY OF SANTA BARBARA:

By: 
Deputy Clerk

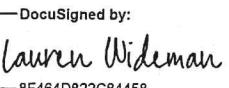
By: 
Steve Lavagnino, Chair
Board of Supervisors

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

By: 
Deputy Auditor-Controller

By: 
Jesús Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: 
Risk Manager

"CONTRACTOR"

South Coast Funding Group, LLC, a Delaware limited liability company doing business as
QwikResponse Restoration & Construction

DocuSigned by:

By: 05899422299F45E...
Cheyne Knight, Manager

EXHIBIT A

Scope of Services Sanitation Services at Homeless Encampments within Santa Barbara County

Services to be provided by Contractor include the following, to be performed safely, with compassion and Flexibility, in accordance with this Exhibit A and the other provisions of the Agreement, and in accordance with the Proposal:

- Initial site planning visit (understand scope of project, identify permits or notifications);
- Pre-clean activities (delivery of waste receptacles);
- Clean-up (removal of waste);
- Post clean-up (provide documentation and report).

General Specifications:

- All Services and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and must be documented by post-clean-up reports and invoices to the satisfaction of County.
- As directed by the County pursuant to Work Orders duly executed by both Contractor and County, provide turnkey homeless encampment site cleanup for a safe and clean site by removing large items, biohazardous material and other illegally dumped and waste material.
- Encampment Sites are considered to contain a variety of materials that may contain hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelter, and other items associated with homeless occupancy.
- Sites will be identified individually by the County. The County will, when possible, cluster several sites. Sites may be located under structures (e.g., bridges), in open areas, vegetated ground cover, in roads or other right-of-way, abandoned structures (e.g., houses, sheds, outbuildings), and scrap material and/or tent-built shelter. Property may be public or privately owned. The County will be responsible to give access to the site; however, Contractor will be required to coordinate all necessary permits as required.
- Contractor's site supervisor and worker(s) must be trained and certified in handling and disposal of hazardous materials.
- Contractor shall not perform or authorize Services on any site hereunder other than in accordance with a written Work Order duly executed by both Contractor and the County representative identified above.
- County shall make payments to Contractor hereunder based on time and material. Contractor shall submit to County with each invoice documentation of Services hours, Subcontractor costs, equipment and material costs, and disposal costs.
- Prevailing wages must be paid for those individuals performing services in connection with this Agreement, including, but not limited to, landscape maintenance laborer, laborer – toxic waste removal, laborer – traffic control, and all other applicable services. Certified Payroll documentation

is required to be submitted to the Department of Industrial Relations (DIR).

Duties and Responsibilities:

- Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials.
- Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.
- Contractor shall coordinate with the County on a site-by-site basis to finalize a Work Order for each site identified by County. Each Work Order will establish the site start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite representative.
- Prior to the commencement of each Work Order, County shall post "notice to vacate" signs at the site identified in such Work Orders.
- Contractor shall provide all supervision and management of crews and Subcontractors and ensure all necessary safety procedures are followed.
- Contractor shall work with outreach providers to provide bags and tags and identify and tag certain items as personal property to be placed and stored in carts. The Contractor will transport identified property for storage to a site designated by County where such items will be placed in carts with locks and held in storage for up to 90 days. Contractor will dispose of any remaining items after the expiration of such 90-day period.
- Contractor shall photograph posted notices to document time and location of posting as well as encampment site before and after cleaning and provide an electronic copy of each photograph to the County the same day.
- Contractor shall notify the County when each Work Order is complete and provide a cleanup report for each site, including total weight of debris removed.
- Contractor shall notify the County's designated representative in the event an adjacent homeless encampment is discovered in the general area during performance under a Work Order to obtain authorization prior to proceeding with any additional work that was not identified in such Work Order.
- Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat.
- Contractor shall trim shrubs and vegetation, as required by the County, as a deterrent measure for future encampments.
- Contractor shall always perform Services in a timely and efficient manner and in a courteous and business-like manner.
- Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

Goals and Performance Measures:

The performance measures for the Services for each year of the Term appear below in Table 1.

Table 1: Performance Measures proposed for Sanitation Services

| Year | Number of sites | Tons of waste removed |
|-------------------------------|-----------------|-----------------------|
| July 16, 2024 – June 30, 2025 | 75 | 75 |
| July 1, 2025 – June 30, 2026 | 75 | 75 |

The County’s Encampment Response Protocol (“Protocol”) provides the framework and specifics of assessing and resolving encampments. Contractor shall ensure that Services hereunder are performed in accordance with the Protocol, including, but not limited to, with respect to Closure/Removal of Encampments, including:

Identifying or providing alternate shelter before removing non-obstructing encampments

Prior to removing an encampment, the County must document offers of available, accessible housing or other shelter for encampment occupants. The alternate shelter shall be available to the encampment occupant starting on the date an encampment removal notice is posted and shall continue to be available until the encampment removal is completed. A daily list of shelter and housing alternatives will be maintained by Encampment Response Coordinator and shared with other staff as needed. The alternate shelter may include linkages to housing programs and shelter programs with or without day programs. Offers of shelter shall be made on an individual basis and, to the extent possible, be based on the individual needs of each encampment occupant. In making offers of shelter, the County shall consider any applicable local, state or federal statute, case law, order or other guidance related to shelters and public health and safety. In making offers, the County shall also consider the eligibility or admittance criteria for a particular shelter. The County shall, to the extent possible, ensure that the individual offeree can satisfy the admittance criteria that may apply to the shelter offered. Information about warming and sobering centers may be provided as additional information only but shall not be considered to satisfy the requirement to offer alternate shelter.

Encampment removal and notice requirements

A notice shall be posted by the entity responsible for the property being closed/cleared, with the Encampment Response Team, on or near each tent or structure that is subject to removal stating: (1) the day the notice was posted; (2) the date the removal is scheduled; (3) the time range in which that date’s removal will commence, which range may be no more than four hours; (4) where personal property will be stored if removed by the County; (5) how personal property may be claimed by its owner (6) the date when stored items will be disposed of; and (7) contact information for an outreach provider that can provide shelter alternatives. If individuals are present at the encampment, verbal notice and written

notice shall if reasonably possible, be given to the individuals that the encampment is subject to removal as provided for in the posted notice. The notice shall be posted no fewer than 72 hours before an encampment removal and shall provide a removal date no more than 7 days after the notice posting date. If the action to physically remove the encampment is not commenced by the County within the removal date and time range provided in the notice, the County shall repost notice of the encampment removal before removal may occur. The County may diligently pursue to completion a removal properly commenced during the removal date and time range. The notice shall be printed in English, Spanish, and any other language the County determines would further the purpose of the notice. Nothing in this section shall prohibit the County from posting notice that the removal of a large encampment will occur over a period of several days, provided each day's operations start during the period identified in the notice. Some encampment sites include tents and structures separated by infrastructure such as off-ramps; removal operations may proceed through such sites so long as they start on some portion of the sites within the times specified on the notice. Posting of noticed shall be video-recorded by the posting officer(s) and saved/stored based on department protocol (currently a minimum of 3 years).

Outreach for encampment removals

Should shelter or other housing be available, it will be communicated to the occupants by the Encampment Response Team representatives or designated outreach/shelter staff in advance of the closure. Encampment Response Team representatives or designated outreach/shelter staff shall visit each encampment site at least once daily between the time that notice of removal is posted and the scheduled removal date; if the encampment dweller is present, visits may include sorting items for clearing/storage. Encampment Response Team representatives or designated outreach/shelter staff shall be present at the commencement of removal activities on the date an encampment removal is scheduled to start according to the posted notice and shall be available to offer shelter alternatives and other services (transportation, basic needs) until the encampment removal is completed. Encampment Response Team representatives or designated outreach/shelter staff may leave an encampment removal operation after outreach services have been refused by all people present at the site. Encampment Response Team representatives or designated outreach/shelter staff shall return to a site if an individual requests services before the encampment removal is completed.

Storage of personal property removed from an encampment

The party(ies) removing the camp, designated by the County, shall offer to store personal property (when removing obstructions and immediate hazards, or when removing encampments). The County has no obligation to store personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to become a hazard during storage (for example, wet bedding materials). At the time of closure/removal of encampment, the County will make a cart with lock for personal storage available to each person residing in the encampment. Items will be packed by the owner, supervised by the County contractor. The contractor will relocate the storage cart to a secure site, and the property owner shall be notified how to access property. A contracted service provider would be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items would be disposed of.

Encampment Response Coordinator shall identify the site and the date of the encampment removal on a County web page. The notice posted on the webpage shall identify: (1) the dates personal property was removed from the site; (2) if the personal property was stored; and (3) how the stored personal property may be claimed by its owner. This notice shall not be removed by the County for a minimum of 10 days. The County shall maintain a log of personal property removed from an encampment. Personal property that is not recovered after 90 days from and including the day the property was stored may be discarded or donated by the County.

Encampment site cleanup

All County personnel, vendors, outreach workers, and other personnel necessary for an encampment removal and cleanup shall be present at the start of an encampment removal, and actions shall be video-recorded. The County shall take reasonable steps to segregate personal property (e.g. clothing) from material that is not personal property (e.g. park bench), provided the segregation does not pose a danger to the individual segregating the personal property from the other material. Tents and structures that were not previously posted with a notice but are in the immediate area of tents or structures that were posted with a notice may be removed if the tent or structure was placed in the immediate area after notices were posted. All personal property that is removed from the site shall be stored as provided for in the previous section of this document and may be recovered as provided for a subsequent section of this document. The County/contracted vendor may remove and dispose of personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to become a hazard during storage (for example, wet bedding materials). When a person refuses to leave the camp at the point of closure and all protocols have been followed regarding offers of alternative shelter and personal property, the matter may be referred to the Sheriff's Office. The Sheriff's Office will assess and determine next steps to gain compliance for the removal of the encampment. If feasible given the location, fencing shall be considered for a minimum of 10 days in order to prevent re-encampment in the area. The Encampment Response Team will attempt to revisit closed areas to prevent a reoccurrence of an encampment whenever possible. A reoccurrence may require the posting process begin again.

Post-encampment removal notice

A notice shall be prominently posted to fencing installed at the site where an encampment has been removed and the site cleaned up. The notice shall state: (1) the date the cleanup was performed; (2) whether personal property was stored by the County; (3) where the personal property is stored; (4) how any stored personal property may be claimed by its owner; (5) the date when stored items will be disposed; and (6) contact information for outreach personnel who can assist individuals with shelter alternatives and other services. This notice shall not be removed by the County for a minimum of 10 days. The department organizing the cleanup shall, within 2 business days of the cleanup, send electronic documentation of the cleanup to Encampment Response Coordinator in the format required for recording and updating the encampment record in Fulcrum.

Recovering stored personal property

Individuals claiming that personal property has been removed from an encampment may contact Encampment Response Coordinator, who will inform the individual how the property may be recovered. The individual shall describe the personal property with particularity. No identification is required for an individual to recover the property. The log of personal property shall indicate who received the recovered property. A contracted service provider may be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items may be disposed of. Storage and recovery of personal property shall be at no cost to the individual that owns the property.

Exhibit B Proposal



QWIKRESPONSE
RESTORATION & CONSTRUCTION

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www.qwikresponse.com

PROPOSAL

Santa Barbara County Encampment Sanitation Services
5/30/2024

Response to RFP Issued May 10th, 2024

Company Overview

QwikResponse is a 3rd generation family operated business in Santa Barbara. Our corporation was started in 1987, but my great grandfather was working in Santa Barbara and handling water damaged rugs since the 1920's. My father (Steve Knight) still is working full time in the business, as well as myself (Cheyne Knight) and other family members. We have three locations in Goleta, Santa Maria and Ventura.

QwikResponse is a full service abatement, restoration and disaster clean-up company. Over the last 5 years we have developed a specialty in homeless encampment clean-up services. We provide sanitary services specific to medical waste & clean-up for the hospital systems, and County of Ventura GSA. We also have specialties in related fields of crime scene & trauma clean-up, police vehicle sanitation, and COVID cleaning. Handling of hazardous materials is an everyday affair as in addition to medical waste, pharmaceutical waste, trauma waste, we are also licensed in abatement of asbestos, lead and mold.

QwikResponse has been involved in local homeless encampment clean-up in Santa Barbara County since 2018 with projects ranging in size from miles of riverbed with large track loaders to small syringe collections. Some encampments have been occupied and we are cleaning around residents, others empty for full removal. We also have developed with the county a process for segregation and storage of personal contents on demand to assist with reduction of liability.

Our team is experienced and trained to be respectful, non-confrontational and professional in their interactions. Over the years, we have had all sorts of bizarre scenarios pop-up with residents of encampments, but we have a perfect safety record of de-escalation and resolution. Additionally, staff is trained in how to process personal belongings, human waste, syringes, drug paraphernalia, fentanyl, and other scenarios unique to homeless encampment clean-up.

QwikResponse is a licensed hazardous material hauler. Our waste streams are segregated and disposed of to the proper channels based on the material that we are working with. Over the last 3 years we have been through audits by Public Health, DIR and other agencies with no issues found.

Santa Barbara Corporate Office: 165 Aero Camino, Goleta, CA 93117
Ventura Office: 3885 Transport St, Ventura, CA 93003
Santa Maria Office: 3130 Skyway Drive, Unit 103, Santa Maria, CA 93455
Contractor License #629171



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Office 800-968-6626
800-855-6622
Fax 805-963-2185

info@qwikresponse.com

Primary points of contact

Cheyne Knight (President)

3rd generation in QwikResponse, Cheyne has grown-up in the industry of disaster clean-up and restoration. Based on over 25 years of industry experience, there are not many scenarios that are new, and a large breadth of knowledge to pull from. Cheyne holds certifications in asbestos, lead, disaster response, and safety. This is complemented by a Masters degree in business and several years of large corporate experience as a business consultant which helps facilitate proper understanding and coordination with large organizations and public entities.

Cheyne is typically involved in initial job walks, project design, pricing, interfaces with management / board of directors & as a point of escalation.

Kevin Smith (Operations Manager, Complex Loss & Santa Barbara County)

Kevin has been involved in most all of the QwikResponse homeless encampment clean-up projects since 2018 and has over 18 years of industry expertise. He has stepped away from involvement over the last 2 years, but starting in July he will again be taking point.

Kevin has extensive experience interfacing with public agencies throughout Santa Barbara & Ventura including those listed below (see references) as well as with the hospital system, jail system, police system and public works. Certified in asbestos, lead, trauma, IICRC master restorer & hazmat, he fully understands how to safely remove hazardous materials & manage waste streams. He also understands the nuances of various homeless encampment scenarios and is great in asking the right questions to ensure a smooth and effective sanitation process.

Kevin will be involved in project design & implementation on a daily / weekly basis. He will be the primary point of contact for County Management.

Ryan Hall (Project Manager)

Ryan is a seasoned estimator at QwikResponse, with 18 years of industry experience. He holds a Bachelor of Science degree in Cellular Biology from the University of Oregon. Since 2020, Ryan has been actively involved in homeless encampment clean-up projects, bringing his scientific background and eye for detail to ensure thorough and efficient project estimations. He has extensive experience in the removal and disposal of hazardous materials, further enhancing his ability to handle complex and sensitive clean-up operations.

Ryan's is onsite supervisor and point of contact.

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Fax 805-968-0165

info@qwikresponse.com

Client References

| Agency | Description of Work | Contact |
|-------------------------------|---|--|
| County Of Santa Barbara | Homeless encampment clean-up | Katherine Soto-Vasquez Housing Programs Specialist II Housing and Community Development Division 805.951.0641 kalbers@countyofsb.org Lucille Boss Housing Specialist Sr. 805.568.3533 lboss@co.santa-barbara.ca.us |
| Isla Vista Parks & Recreation | Homeless encampment clean-up | Kimberley Kiefer General Manager 805-680-4300 Kkiefer@ivparks.org |
| City of Lompoc | Homeless encampment clean-up throughout the riverbed | Lorenzo Gonzales, III Street Division Supervisor 805-875-8022 L_gonzalesIII@ci.Lompoc.ca.us Brooke Apilado Office Staff Assistant Streets Division 805-875-8021 b_apilado@ci.lompoc.ca.us |
| County of Ventura | Medical and hazardous waste collection services. Police vehicle sanitation Asbestos abatement services. Mitigation & restoration services. Public works contractor. | Theresa Bucci Risk Analyst/Insurance & Subrogation County Executive Office/Risk Management Phone (805) 654-3127 theresa.bucci@ventura.org Ryan Stover Senior Buyer GSA Procurement Services (805) 654-3798 Ryan.Stover@ventura.org |

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| | | |
|-----------------|--|---|
| City of Ventura | Abatement & restoration services in city buildings, homes, fire stations & police headquarters | Lisa Oland Risk Manager 805-654-7760 Loland@cityofventura.ca.gov |
|-----------------|--|---|

Methodology

Initial site planning visit:

After being provided with an encampment site location for clean-up, QwikResponse would visit the site to get an idea of scope and repairs a list of questions regarding scope / process of the clean-up. If these are critical questions that could alter scheduling dates, equipment necessary to have on hand or other items that need attention prior to the job walk at the start of the project, these would be relayed to the designated county contact (or other designated party). Any heavy equipment, UTVs or other necessary items would be identified at this time. Any necessary permits or notifications (ex. railroad) would also be identified.

Pre-clean activities:

Prior to start of encampment clean-up:

- if it's anticipated that encampment members would be willing to dispose of any of their materials themselves, coordinate delivery of waste receptacles, bags for debris and other materials.
- Assist the county as requested in segregation, bagging / placing in bins and transportation to storage of personal property found onsite arranged by other vendors.

Storage:

- If asked to provide storage, QwikResponse will provide storage bins for onsite or offsite storage for 90 days. We have a full in-house contents pack-out division that we use regularly for clearing damaged homes so we can do the restoration work. We have the moving trucks and expertise to handle any scale of contents storage requested, and can design a system that meets the current and ever changing needs of the county.
- QwikResponse will meet individuals onsite and provide access to storage units upon county request either same day, or within 1 business day of request.
- At the completion of storage at a clean-up site, QwikResponse will set a reminder for the business day following ninety (90) calendar days. QwikResponse will email the county to confirm that the County desires to dispose of the contents in storage. Upon written confirmation of approval to dispose, QwikResponse will arrange for disposal of all items in storage.

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Clean-up:

At the initial job walk, we would discuss questions we had and any other concerns raised by all party's onsite. Bulk removal of waste would start with segregating materials based on their final destination:

- 1st: Obviously missed personal items:
 - o Any obvious personal belongings found that were missed previously would be brought to the County's attention to determine how to handle.
- 2nd: Hazardous materials
 - o Hazardous waste would be segregated based on the proper disposal method (ex. Syringes, medical waste, human waste, flammable materials, batteries, etc.) and put into appropriate containers for transportation & disposal. All waste will be transported on vehicles licensed for hazardous waste and/or medical waste hauling as appropriate.
- 3rd: Waste remaining
 - o All remaining waste would be collected either onsite dumpsters (covered or uncovered based on site necessity) or dump trailer for disposal.
 - o This waste will also be segregated into obvious waste (trash containers, food wrappers, etc.) and items with possible personal value and would go into the appropriate containers. All items of value will be placed into numbered / marked dumpsters by camp number.
- 4th: Final clean
 - o After bulk removal, any human waste sites would be treated with a chlorine-based solution.
 - o Remaining site would be left if a broom or raked clean condition.

Post Clean-up

QwikResponse documents work daily with photographs which will be provided to the county along with a clean-up report listing the work performed and quantities of debris removed.

Safety & Compassion

All work will be completed using appropriate personal protective equipment and trained personnel. We have been consistently performing homeless encampment clean-up services for several years and we are proficient in determining the most efficient methods for completing the clean-up while respecting safety for everyone and the human side of the work. Our crews have developed the soft skills for treating the situation with respect, compassion & empathy.

Flexibility

I think that what's unique about QwikResponse is that we are able to respond to new demands and change plans with little to no notice. We are unique in this regard due to several factors. First, we are completely local with three offices that can support both Southern & Northern portions of Santa Barbara County.

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RESTORATION & CONSTRUCTION

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Fax 805 968 2165

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Second, we are an emergency services company designed to respond to disasters, so it's standard for us to respond with no notice at all. We are designed to offer the ultimate flexibility in scheduling and responding to client needs as they come up which is critical with the ever shifting demands of the public agencies, homeless population and the multitude of inter-related services.

Lastly, we are a diverse company handling hazardous waste, abatement, demolition & general contracting which allows us to provide turn-key services for the wide range of requests that may be necessary to complete the job. If its requested, we can undoubtedly do it.

Sub-contracted work

Work is to be completed in-house by QwikResponse until materials are handed off to the appropriate party for waste stream handling. The only exception would be temporary fencing (if requested), temporary toilets (if requested), and dumpster hauling.

Timeline

We are fine with the timeline presented in the proposal, and can even surpass that timeline if requested.

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Corporate office: 800-655-6622
 Email: info@qwikresponse.com



QwikResponse Pricing Sheet
Homeless Encampment Pricing - County of Santa Barbara
2023

Schedule A: Labor

| Code | Description | Rate |
|--------|--|-----------|
| PW-AVG | Prevailing Wage: Weighted Average Rate | \$ 129.00 |
| PW-PM | Prevailing Wage: Project Manager | \$ 138.00 |
| PW-DM | Prevailing Wage: Documentation Manager | \$ 105.00 |

Labor Provisions

- A.1 Standard Hours – All labor rates stated above are for Monday through Friday between the hours of 8am to 5pm, not to exceed 8 hours in a day (excluding Christmas Eve, Christmas, New Years, New Years Eve, Independence Day, Labor Day, Memorial Day, Thanksgiving Day).
- A.2 Non Standard Hours – The rates for labor performed by all classifications outside of 8am to 5pm, over 8 hours per day, or on Saturday will be 1.5 times the rates scheduled in the section above. Work on Sundays, holidays (including Christmas Eve, Christmas, New Years, New Years Eve, Independence Day, Labor Day, Memorial Day, Thanksgiving Day), or above 12 hours in a day will be billed at 2.0 times the rates scheduled above.
- A.3 During the course of performance of the work, if the work requires labor to be performed at a Prevailing Wage rate, then the minimum rate will be the rate stated above or Total Prevailing Wage (base + fringe) * 1.7, whichever is higher. Overtime rules will be applied as per the prevailing wage determination.
- A.4 Travel time for personnel shall be billed to the contract at the rates in the section above as well as prep time and off-site hours.
- A.5 Work performed under a particular contract that is subject to Federal and State wage and hour laws, Prevailing Wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates if the base rates change. If needed, adjustments will be made to the hourly rates and other labor provisions.
- A.6 The scheduled labor rates will be charged for all QwikResponse personnel, labor crews, and subcontractors meeting any of the Labor Classifications.
- A.7 Labor minimum for any worker is 4 hours.
- A.8 Standby - When circumstances beyond our control require personnel and/or equipment to be delayed from beginning or continuing work, the rates above apply and will be charged for personnel at 6 hours per day minimum.
- A.9 Regional and/or catastrophic events that effect large areas (such as major storms, earthquakes, floods, wildfires) can effect labor markets and may result in modification of labor rates.

Schedule B: Consumables

| Code | Description (Type) | Rate |
|----------|--|-----------|
| CHEMICAL | Chemical - Anti-Microbial Cleaner (Gallon) | \$ 72.49 |
| CLEAN | Cleaning - Towels (Bundle) | \$ 16.81 |
| FILTER | Filter - Vacuum Bags (Each) | \$ 10.40 |
| FILTER | Filter - HEPA for Vacuum (Each) | \$ 52.64 |
| FILTER | Filter - HEPA for AFD (Each) | \$ 146.08 |
| FILTER | Filter - ShopVac (Each) | \$ 23.70 |
| PROTECT | Protection - Spray Glue (Can) | \$ 18.19 |

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| PROTECT | Protection - Plastic Sheeting - 1 mil (Roll) | \$ | 62.57 |
| PROTECT | Protection - Plastic Sheeting - 2 mil (Roll) | \$ | 70.01 |
| PROTECT | Protection - Plastic Sheeting - 4 mil (Roll) | \$ | 103.64 |
| PROTECT | Protection - Plastic Sheeting - 6 mil (Roll) | \$ | 169.79 |
| PROTECT | Protection - Plastic Sheeting - 6 mil fire-rated (Roll) | \$ | 222.98 |
| PROTECT | Protection - Caution Tape (Roll) | \$ | 17.92 |
| TAPE | Tape - Masking/Blue Painters (Roll) | \$ | 9.65 |
| TAPE | Tape - Duct / Brown Packing (Roll) | \$ | 12.40 |
| DEBRIS | Bags - Contractor Trash (Box) | \$ | 31.15 |
| DEBRIS | Bags - 6-mil (Roll) | \$ | 111.08 |
| DEBRIS | Debris - Dumpster - 40 yards (Each) - Max 8 tons | \$ | 1,152.00 |
| DEBRIS | Debris - Dumpster - 30 yards (Each) - Max 6 tons | \$ | 864.00 |
| DEBRIS | Debris - Dumpster - 20 yards (Each) - Max 4 tons | \$ | 576.00 |
| DEBRIS | Debris - Dumpster - Pick-Up / Drop-Off | \$ | 275.00 |
| DEBRIS | Debris - Truck Load - Box Truck / Trailer Load (Each) | \$ | 373.88 |
| DEBRIS | Debris - Truck Load - Pick-up (Each) | \$ | 157.66 |
| DEBRIS | Debris - Trauma Waste 5 gallon - up to 10 pounds(Each) | \$ | 116.33 |
| PACKING | Packing - Bubble Wrap 12 - 24" wide (Roll) | \$ | 78.00 |
| PACKING | Packing - Bubble Wrap 25 - 48" wide (Roll) | \$ | 81.31 |
| PACKING | Packing - Box - Small Packing (Each) | \$ | 3.86 |
| PACKING | Packing - Box - Medium Packing (Each) | \$ | 4.96 |
| PACKING | Packing - Box - Large packing (Each) | \$ | 6.62 |
| PACKING | Packing - Box - Specialty (Each) | \$ | 14.61 |
| PACKING | Packing - Moving blanket (Each) | \$ | 8.82 |
| PACKING | Packing - Mattress Bags (Roll) | \$ | 249.99 |
| PACKING | Packing - Paper (Bundle) | \$ | 49.06 |
| PACKING | Packing - Stretch Wrap (Roll) | \$ | 23.70 |
| PPE | PPE - Tyvek suits, respirators, respirator cartridge, gloves, etc - per man / day | \$ | 39.00 |
| MISC | Equipment / Storage Pick-Up or Delivery (Each) | \$ | 157.66 |
| MISC | Fuel - Delivery (Each) | \$ | 146.08 |
| MISC | Fuel (Gallon) | \$ | 8.82 |
| MISC | Toilet - Pick-up / Delivery | \$ | 99.23 |

Consumable Provisions

B.1 The foregoing prices shall be applied to all materials which are utilized in the performance of the work, whether shipped to the site from inventory, shipped directly to the site from sources, or purchased locally by either an affiliated or non-affiliated entity.

B.2 All building materials, construction supplies & other materials not listed in the schedule above will be billed at the rate incurred, including delivery, sales tax & other fees, plus 20% mark-up.

Schedule C: Equipment Rental Per Day

| Code | Description | Rate |
|------------|------------------------------|-----------|
| MITIGATION | Fogger (per day) | \$ 81.86 |
| MITIGATION | Airless Sprayer w/Compressor | \$ 134.51 |
| MITIGATION | Sump Pump | \$ 149.11 |
| POWER | Cable Ramps | \$ 22.05 |
| POWER | Generator - 10-25KW* | \$ 409.03 |
| POWER | Generator - 25-95KW* | \$ 715.25 |

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| | | | |
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| POWER | Generator – 100-155KW* | \$ | 889.44 |
| POWER | Generator – 160-245KW* | \$ | 1,402.38 |
| POWER | Generator – 250-400KW* | \$ | 2,265.91 |
| POWER | Generator – Portable* | \$ | 107.49 |
| POWER | Generator - Cord 50' up to 10/5* | \$ | 18.74 |
| POWER | Generator - Cord 50' heavy duty* | \$ | 45.48 |
| POWER | Power Distribution Box – 100-200A* | \$ | 134.51 |
| POWER | Power Distribution Box – 50A* | \$ | 46.86 |
| CLEANING | Pressure Washer | \$ | 109.70 |
| CLEANING | Vacuum – HEPA w/attachments | \$ | 102.26 |
| CLEANING | Vacuum – Shop/Upright Vacuum | \$ | 18.19 |
| PPE | Respirator – Half or Full Face | \$ | 6.34 |
| PPE | Decontamination shower | \$ | 87.65 |
| PPE | 4-Gas Personal Meter | \$ | 81.86 |
| MOVING | Moving - Hand truck | \$ | 8.82 |
| OFFICE | Workstation - Table, chair, lights, etc. | \$ | 29.22 |
| OFFICE | Radio- 2 Way Communication | \$ | 169.51 |
| STORAGE | Storage - Climate Controlled Vault - Per Month | \$ | 216.09 |
| STORAGE | Storage - Portable Storage Container 16-20' - Per Month | \$ | 202.31 |
| STORAGE | Storage - Portable Storage Container 21-26' - Per Month | \$ | 219.67 |
| STORAGE | Storage - Climate Controlled Rack Space - Per 100sf/mo | \$ | 262.95 |
| STORAGE | Storage - Rolling Clothing Rack | \$ | 14.61 |
| STORAGE | Dumpster Rental - Daily | \$ | 9.60 |
| TOILET | Toilet - Rental - Per Month | \$ | 150.77 |
| VEHICLE | Vehicle - Passenger (upto 10 people) | \$ | 64.22 |
| VEHICLE | Vehicle – Pickup/ Utility Van | \$ | 88.20 |
| VEHICLE | Vehicle – Box Truck | \$ | 143.05 |
| VEHICLE | Vehicle – Mobile Command Center | \$ | 204.51 |
| VEHICLE | Vehicle - Off-road UTV | \$ | 142.50 |
| VEHICLE | Vehicle - Dump Trailer | \$ | 157.66 |
| VEHICLE | Vehicle - Trailer | \$ | 99.23 |
| MISC | Hand Tools Job | | 5% Labor |
| | * 3-day minimum charge | | |

Equipment Rental Provisions

- C.1 Scheduled Equipment – The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work.
- C.2 During the course of performance of the work, QwikResponse may add additional equipment to the schedule above at rates to be determined upon approval by the client or based on industry standards (ex. Xactimate pricing for the region).
- C.3 Equipment not listed in the schedule above and rented by QwikResponse from third party vendors specifically for use in performing the work that doesn't have pre-approved or industry standard rates will be billed at the rate incurred, including delivery, sales tax & other fees, plus 20% mark-up.
- C.4 Small hand tools will be invoiced at 3% total labor rate
- C.5 If invoice is paid in full within 30 days of receipt, equipment will be discounted based on a weekly & monthly rate (excludes vehicles). Weekly rate equals the rate of the first 5 consecutive days. Monthly rate equals the rate of 3 consecutive weeks.

Corporate office: 800-655-6622
Email: info@qwikresponse.com



C.6 Equipment delivery & return from 3rd party vendors, as well as cleaning / decontamination & other necessary fees, will be charged at cost plus 20%

C.7 Equipment loading, delivery, setup, demobilization, decontamination & cleaning for storage will be billed at labor hour rates listed above.

Schedule D: Expenses

D.2 Freight/Transportation and Other charges: QwikResponse shall be compensated for cost incurred for the transportation of people, equipment, supplies and materials to and from the site of work and for other job related charges not listed in the sections above on the basis of cost for such charges, plus 20% mark-up.

D.3 Taxes and Permits: The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work. QwikResponse shall be compensated for all costs incurred which are described above on the basis of actual cost incurred, plus 20% mark-up.

D.4 Additional expenses: Any additional job related expenses incurred to satisfy the scope of work of the project that aren't covered by schedules A, B or C will be billed in schedule D based on actual cost incurred, plus 20% mark-up.

Schedule E: Inflation increase

E.1 On the annual anniversary of the fiscal year, prices will be increased based on inflation rates.

EXHIBIT C

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For Services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$500,000 ("Maximum Contract Amount").
- B. Payment for services and /or reimbursement of expenses shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**. Expenses may include:

- Labor
- Consumables
- Equipment rentals
- Subcontract work

Only expenditures that fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) will be reimbursable hereunder. All costs incurred in connection with this Agreement and contracting in connection with this Agreement must comply with all ARPA requirements and federal guidance under 2 CFR part 200 and the Interim Final Rule. See section 01 - OMB Uniform Guidance for the County's policies, procedures, and resources to ensure compliance when contracting with vendors with the use of Federal funds.

- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and, if found to be satisfactory and in compliance with this Agreement, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Exhibit D

Indemnification and Insurance Requirements (For Environmental Contractors and/or Consultant Contracts)

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 \$2,000,000 per occurrence and \$4,000,000 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. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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 contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the 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 E

AMERICAN RESCUE PLAN ACT (ARPA) REQUIRED TERMS

This Agreement is funded through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 C.F.R. Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY, and Treasury's *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*. In recognition of these funding requirements, CONTRACTOR agrees to the following provisions:

1. **GENERAL COMPLIANCE.** CONTRACTOR shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time.
2. **USE OF FUNDS:** CONTRACTOR agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
3. **REPORTING.** CONTRACTOR shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.
4. **DEBARMENT AND SUSPENSION.** As required by 2 C.F.R. § 200.214, CONTRACTOR warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
5. **MAINTENANCE OF AND ACCESS TO RECORDS.**
 - A. Pursuant to 2 C.F.R. § 200.337 and Section 4 of the Award Terms and Conditions, CONTRACTOR shall maintain records and financial documents sufficient for COUNTY to show compliance with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
 - B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of CONTRACTOR in order to conduct audits or other investigations.
 - C. Irrespective of Section 6 – Right to Audit of the Agreement, records shall be maintained by CONTRACTOR for a period of five (5) years after final payment for the Services.

6. CONFLICT OF INTEREST.

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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 by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

7. TERMINATION

- D. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
4. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
5. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
6. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- E. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- F. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process,

except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.
- B. Unless otherwise specified in the Agreement, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and CONTRACTOR agrees to comply with said regulation.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

10. NONDISCRIMINATION

- A. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- B. CONTRACTOR shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- C. CONTRACTOR shall incorporate the language in Section 10 (A) through (B). in every agreement with a subcontractor or purchase order funded under this Agreement.
- D. CONTRACTOR shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- E. CONTRACTOR shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

11. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

12. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

13. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or COUNTY government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**. CONTRACTOR shall file the required certification attached as Attachment A *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

15. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

16. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

18. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

19. REMEDIES FOR NONCOMPLIANCE

- A. Wholly or partly suspend or terminate the Agreement.
- B. Require payments as reimbursements rather than advance payments;
- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;

- E. Require additional project monitoring;
- F. Requiring CONTRACTOR to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

20. PREVAILING WAGE

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of California Prevailing Wage Laws will apply to these funds.

21. COPELAND ACT

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and SUBCONTRACTORS on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

22. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION

- A. Overtime requirements. No CONTRACTOR or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible CONTRACTOR and subcontractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the CONTRACTOR and subcontractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any CONTRACTOR or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy CONTRACTOR or subcontractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same CONTRACTOR that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.

1. The CONTRACTOR and its SUBCONTRACTORS shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
 2. The CONTRACTOR and its SUBCONTRACTORS shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The CONTRACTOR or subcontractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The CONTRACTOR shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require SUBCONTRACTORS to include these provisions in any such lower-tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs "A" through "D" of this clause.
- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

23. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Except as provided in the Assistance Listing available at <https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>, CONTRACTOR shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this Agreement.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of CONTRACTOR's Authorized Official

Date

Name and Title of CONTRACTOR's Authorized Official