

GENERAL FUND GRANT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY

2017 Point in Time Count

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and United Way of Northern Santa Barbara County with an address at 1660 S. Broadway, Ste. 201, Santa Maria, CA 93454 (hereafter GRANTEE) wherein GRANTEE agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the United States Department of Housing and Urban Development (hereafter HUD) requires Continuums of Care to plan and conduct, at least biennially, a Point-in-Time Count of homeless persons within its geographic area (hereafter PIT Count) in accordance with 24 CFR 578.7(c)(2); and

WHEREAS, Continuums of Care must conduct a PIT Count of homeless persons in 2017 to satisfy HUD's requirement; and

WHEREAS, the Central Coast Collaborative on Homelessness (hereafter C3H) serves as the lead agency of the Santa Maria/Santa Barbara County Continuum of Care (hereafter CoC); and

WHEREAS, pursuant to the CoC Governance Charter and Operations Manual, C3H staff will support the CoC and its governing board in carrying out the duties of Continuums of Care enumerated in 24 CFR Part 578, as may be amended, which includes the administration of a PIT Count; and

WHEREAS, C3H will administer the 2017 PIT Count; and

WHEREAS, GRANTEE is the fiscal agent for C3H; and

WHEREAS, the Board of Supervisors approved funding on June 15, 2016 in the amount of \$15,000 for the administration of the 2017 PIT Count; and

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee GRANTEE's performance and conduct the review, approval and payment of invoices for the administration of the 2017 PIT Count; and

WHEREAS, GRANTEE, through C3H, represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of GRANTEE 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

A.J. Quinoveva at phone number 805-560-1090 is the representative of COUNTY CSD and will administer this Agreement for and on behalf of COUNTY. Eddie Taylor at phone number 805-922-0329 x107 is the authorized representative for GRANTEE. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: CSD Director, 123 E. Anapamu Street, Santa Barbara, CA, 93101,
805-560-1091 (fax)
To GRANTEE: Executive Director, 1660 S. Broadway, Ste. 201, Santa Maria, CA, 93454,
805-349-9848 (fax)

Or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices Section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

GRANTEE agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

COUNTY may, without cause, order GRANTEE in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

4. TERM

GRANTEE shall commence performance on November 1, 2016 and end performance upon completion, but no later than May 1, 2017.

5. COMPENSATION OF GRANTEE

In full consideration for GRANTEE's services, GRANTEE shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that GRANTEE (including any and all of its officers, agents, and employees), shall perform all of its 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 GRANTEE shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions hereof. GRANTEE 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. GRANTEE shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, GRANTEE shall be solely responsible and save COUNTY harmless from all matters relating to payment of GRANTEE'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, GRANTEE may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

GRANTEE represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, GRANTEE shall perform all such services in the manner and according

to the standards observed by a competent practitioner of the same profession in which GRANTEE is engaged. All products of whatsoever nature, which GRANTEE delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in GRANTEE's profession. GRANTEE shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by GRANTEE without additional compensation.

8. DEBARMENT AND SUSPENSION

GRANTEE 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. GRANTEE certifies that it shall not contract with a subgrantee that is so debarred or suspended.

9. TAXES

GRANTEE 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. COUNTY shall not be responsible for paying any taxes on GRANTEE's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, GRANTEE 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

GRANTEE covenants that GRANTEE 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. GRANTEE must promptly disclose to COUNTY, in writing, any potential conflict of interest. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE. COUNTY retains the right to waive a conflict of interest disclosed by GRANTEE if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to GRANTEE in writing.

11. OWNERSHIP OF DATA

GRANTEE shall be the owner of all data collected in the performance of this Agreement. COUNTY, however, shall have rights with respect to all data collected in the performance of this Agreement, which include, but are not limited to, their use, disclosure, reproduction, preparation of derivative works, and public display, in any manner and for any purpose, and to have or permit others to do so.

12. NO PUBLICITY OR ENDORSEMENT

GRANTEE shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. GRANTEE shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing GRANTEE. GRANTEE shall not in any way contract on behalf of or in the name of COUNTY. GRANTEE 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.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for GRANTEE's use in connection with the services shall remain COUNTY's property, and GRANTEE shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. GRANTEE may use such items only in connection with providing the services. GRANTEE shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

GRANTEE shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of GRANTEE's profession and shall maintain such records for at least five (5) 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 GRANTEE's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), GRANTEE 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). GRANTEE 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, GRANTEE 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, GRANTEE 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

GRANTEE agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies GRANTEE 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 GRANTEE agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

GRANTEE 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 GRANTEE as the COUNTY desires.

18. NON-ASSIGNMENT

GRANTEE shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. COUNTY does, however, acknowledge that the parties intend for GRANTEE to perform the services set forth in EXHIBIT A through C3H. COUNTY therefore consents to any partial transfer or partial assignment of obligations under this Agreement that is reasonably necessary in order for GRANTEE to fulfill its obligations through C3H. However, GRANTEE expressly agrees that any such partial transfer or partial assignment shall not relieve GRANTEE of any obligation set forth in this Agreement.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to GRANTEE, 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 GRANTEE to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, GRANTEE 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 funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify GRANTEE 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 GRANTEE 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, GRANTEE 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 GRANTEE, unless the notice directs otherwise.

B. By GRANTEE. Should COUNTY fail to pay GRANTEE all or any part of the payment set forth in EXHIBIT B, GRANTEE may, at GRANTEE'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, GRANTEE 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 GRANTEE in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit GRANTEE to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay GRANTEE 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 GRANTEE be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. GRANTEE 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 GRANTEE. In the event of a dispute as to the reasonable value of the services rendered by GRANTEE, 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, 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 in any respect, 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 therein; 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

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties 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, executed by the parties to this Agreement and by no other means. Each party waives their 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

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

GRANTEE shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of GRANTEE in any action or proceeding against GRANTEE, whether COUNTY is a party thereto or not, that GRANTEE has violated any such ordinance or statute, shall be conclusive of that fact as between GRANTEE 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 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, GRANTEE hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which GRANTEE 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. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent GRANTEE between **COUNTY** and **GRANTEE**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
PETER ADAM
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
THEODORE FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

By: _____
GEORGE CHAPJIAN
Community Services Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

“GRANTEE”
United Way of NSBC

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

By: _____
Eddie Taylor, Executive Director

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

2017 Point in Time Count

A. Program Description

GRANTEE serves as the fiscal agent for C3H. The GRANTEE is responsible for ensuring that C3H performs the obligations set forth in this Statement of Work in a manner satisfactory to the COUNTY and consistent with the terms of this Grant Agreement.

C3H shall oversee and coordinate the 2017 PIT Count effort, which will include the administration of the PIT Count, a biennial count and survey of people experiencing homelessness encountered throughout Santa Barbara County on one predetermined day in January as mandated by the U.S. Department of Housing and Urban Development (HUD). HUD requires the PIT count to be conducted in accordance with Notice CPD-16-060 and 24 CFR Part 578 of the CoC Program interim rule. It is a requirement that C3H perform its obligations in compliance with HUD's published guidance and all other applicable federal, state and local laws and regulations.

Local volunteers and service providers will be trained to participate in the PIT Count to survey and count individuals experiencing homelessness on one evening in January, 2017. All of the data captured will be submitted to HUD by COUNTY on behalf of CoC, pursuant to requirements under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act.

B. GRANTEE's Primary Responsibilities

- 1) Travel, as needed, throughout Santa Barbara County for the purpose of overseeing and coordinating the PIT Count;
- 2) Purchase PIT Count supplies (*e.g.*, office and training materials, water, snacks for volunteers, 2,000 \$5.00-incentive cards to be distributed to interviewees, and cereal bars for interviewees);
- 3) Rent facilities (if necessary) for the training of PIT Count volunteers;
- 4) Lease software for administration of the PIT Count Survey on handheld devices;
- 5) Print flyers, agendas, release forms, and PIT Count surveys;
- 6) Rent facilities and equipment for a media report-back event;
- 7) Analyze data obtained from the PIT Count; and
- 8) Coordinate with COUNTY on the aggregation and submission of pertinent data to HUD in order to meet any reporting deadlines established by HUD.

C. Notices

Chuck Flacks, C3H Executive Director, shall be the individual personally responsible for providing all services hereunder. GRANTEE may not substitute other persons without the prior written approval of COUNTY's designated representative.

Notices and other written communications concerning this Statement of Work shall be directed to the following representatives:

COUNTY

A.J. Quinoveva, Housing Program Specialist, Sr.
County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 560-1090
Fax: (805) 560-1091

GRANTEE

Eddie Taylor, CEO
Northern Santa Barbara County United Way
P.O. Box 947
Santa Maria, CA 93456
Office: (805) 922-0329
Email: contact@liveunitedsbc.org

C3H

Chuck Flacks, Executive Director
C3H
735 State Street, Suite 515
Santa Barbara, CA 93101
Office: (805) 293-7965
Email: chuck.flacks@c3homes.org

EXHIBIT B

**PAYMENT ARRANGEMENTS
Compensation Upon Completion**

- A. For GRANTEE services to be rendered under this Agreement, GRANTEE shall be paid a total contract amount, including cost reimbursements, not to exceed **\$15,000**.
- B. Payment for services and /or reimbursement of costs shall be made upon GRANTEE's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY and restrictions identified in Paragraph E of this Exhibit.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, GRANTEE shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory 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 GRANTEE.
- 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 GRANTEE to correct such work or billings or seek any other legal remedy.
- E. Reimbursement shall be made to GRANTEE for the costs identified below, subject to all other provisions of this Agreement.

| Cost | Description | Amount |
|------------------------|--|-----------------|
| Refreshments | Food and Snacks for volunteers and homeless interviewees in 10 locations | \$3,000 |
| Supplies | Flashlights; Batteries; Printing of Flyers, Posters, Release Forms, Agendas and Final Data Reports | \$2,000 |
| Participant Incentives | 2,000 \$5 gift cards | \$10,000 |
| Total | | \$15,000 |

EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

GRANTEE 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, and/or liability 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. GRANTEE'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.

GRANTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

INSURANCE

GRANTEE 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 GRANTEE, his agents, representatives, employees or subgrantees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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 GRANTEE 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 GRANTEE's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the GRANTEE’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the GRANTEE’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** – GRANTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said GRANTEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. GRANTEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
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 GRANTEE 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** – GRANTEE 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 GRANTEE’s obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
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.
9. **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. GRANTEE agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT D

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

General Fund Grant

County of Santa Barbara Community Services Department

| |
|-------------|
| 2016 - 2017 |
|-------------|

Agency Name: United Way of Northern Santa Barbara County DUNS #: _____
 Project Name: General Fund for Point in Time Count
 Address: 1660 S. Broadway, Ste. 201, Santa Maria, CA 93454
 Contact Person: Eddie Taylor Title: Executive Director
 Email Address: eddie@liveunitedsbc.org Phone #: 805-922-0329 x107

ESPR Request #: _____
 Date Submitted: _____

Submit completed ESPR and required documentation to:

Staff Person: A.J. Quinoveva Title: Housing Program Specialist, Sr.
 Email Address: aquinoveva@co.santa-barbara.ca.us Phone #: 805-560-1090

PO/Contract #: _____
 HCD Project #: _____

Grant Budget and Expenditures

| Activity | Eligible Cost | Budget | Previous Drawdowns | Requested Drawdown | New Available Balance |
|---------------------|------------------------|---------------------|--------------------|--------------------|-----------------------|
| Point in Time Count | Refreshments | \$ 3,000.00 | | | \$ 3,000.00 |
| | Supplies | \$ 2,000.00 | | | \$ 2,000.00 |
| | Participant Incentives | \$ 10,000.00 | | | \$ 10,000.00 |
| TOTAL | | \$ 15,000.00 | \$ - | \$ - | \$ 15,000.00 |

Check this box if this is the final payment.

Certification

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

Manager / Fiscal Officer

Administrator / Executive Director

 Name Title

 Name: Eddie Taylor Title: Executive Director

 Signature Date

 Signature Date