

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
THE SANTA BARBARA FOUNDATION
FOR
CDBG-CV3 EMERGENCY BUSINESS ASSISTANCE PROGRAM**

CFDA 14.218

THIS SUBRECIPIENT AGREEMENT (herein called the "Agreement") is made and entered into by and between the COUNTY of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and THE SANTA BARBARA FOUNDATION (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 1111 Chapala Street, Suite 200, Santa Barbara, CA 93101, and is made with reference to the following:

WHEREAS, the COUNTY has secured a special allocation of Community Development Block Grant funding authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020 ("CDBG Funds") from the United States Department of Housing and Urban Development ("HUD"); and the regulations promulgated thereunder (24 C.F.R. § 570, *et seq.*) ("Regulations"); and

WHEREAS, the SUBRECIPIENT is a California nonprofit organization and represents that it has the skills, expertise and all licenses and permits necessary to perform the services required under this Agreement; and

WHEREAS, the SUBRECIPIENT is receiving a federal subaward as identified in Exhibit I in accordance with 2 CFR 200.331(a)(1); and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY to provide CDBG-eligible services to serve qualifying small business of the COUNTY; and

WHEREAS, the COUNTY desires to make available to SUBRECIPIENT Eight Hundred Eighty Nine Thousand Six Hundred Ninety Five Dollars and Thirteen Cents (\$889,695.13) ("COUNTY Grant") to be used by SUBRECIPIENT to provide the services as delineated in Exhibit A to this Agreement ("Scope of Service") for the period set forth in Section II TERM of this Agreement, as permitted by the HCD Act and the Regulations and according to the terms and conditions more particularly set forth herein; and

WHEREAS, SUBRECIPIENT's services are eligible activities under 24 CFR Part 570 Subpart C;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. General

All services will be provided in defined areas of Santa Barbara County, as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services will

be provided under the supervision of the Executive Director, who shall ensure that the background and qualifications of the SUBRECIPIENT's staff providing the services are appropriate for the persons being served under this program and, if applicable, meet the minimum standards established by pertinent licensing bodies.

B. Scope of Services

The SUBRECIPIENT will be responsible for providing the services set forth in Exhibit A to this Agreement in a manner satisfactory to the COUNTY and consistent with all federal requirements and standards required as a condition of providing these CDBG Funds.

C. Eligible Costs

Only costs incurred to administer the services delineated in Exhibit A Scope of Services are eligible for reimbursement and are included in the Budget attached hereto and incorporated as Exhibit B. All of the services shall be performed by SUBRECIPIENT or under SUBRECIPIENT's supervision. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

D. Performance Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards set forth in the Scope of Service (Exhibit A). SUBRECIPIENT's substandard performance as determined by the COUNTY will constitute SUBRECIPIENT's noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within seven (7) days after being notified by the COUNTY, contract suspension or termination procedures will be initiated pursuant to Section VI.E

E. Changes

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or SUBRECIPIENT from its obligations under this Agreement

that are not changed by the amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

If this Agreement is executed on behalf of COUNTY by the County Purchasing Agent (or designee) or the Director of the County Community Services Department (or designee) or both, the same duly authorized representative(s) shall execute any amendments to this Agreement in the same fashion subject to all other applicable requirements set forth herein or otherwise imposed by law. If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner except the Director of the County Community Services Department or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each Budget line item, provided that the overall amount of the CDBG funds is not increased; and (b) additions to or deletions of the line items in the Budget; provided that all expenditures are eligible pursuant to 24 CFR part 570. In no event shall an amendment be made pursuant to this subsection I.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.
3. Changes extending the length of the Term as described in Section II up to a maximum of 6 months; except that if funds were derived from CDBG public services funds subject to 24 CFR 570.201(e)(1), then the term cannot be extended beyond the end of the County's fiscal year, currently set at the period July 1 through June 30. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. Any change made to the length of the Term pursuant to this Section shall not alter or waive the County's rights under this agreement, including but not limited to the County's right to terminate this Agreement as set forth in Section VI.E.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of the COUNTY in providing CDBG Funds through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT shall include a reference to the support provided herein in all publications made possible with CDBG Funds made available under this Agreement.

II. TERM

A. Time of Performance

This Agreement shall begin on April 6, 2021 and end on June 30, 2022, unless such time is extended by written Amendment pursuant to Section I.E. or unless terminated earlier or there are no CDBG Funds available for any reason.

All work to be performed hereunder and set out in the Scope of Services shall be completed, and all eligible expenses as authorized in Exhibit B Budget have been incurred, by the expiration date. However, SUBRECIPIENT's obligations to complete the Scope of Services shall survive the expiration of the term of this Agreement.

III. BUDGET

The budget provided by SUBRECIPIENT to COUNTY for the performance of the Scope of Service is delineated in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY'S request for a more detailed budget breakdown in the form and content prescribed by COUNTY. Any amendments to the budget must be approved in accordance with Section I.E.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the CDBG Program pursuant to the Regulations, including but not limited to, 24 C.F.R. § 570.502, which includes requirements for compliance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the related CDBG provisions, and all Subparts and Appendices, as applicable. These items shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor SUBRECIPIENT performance under the Agreement, provided that the total dollar amount does not increase.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount delineated in Exhibit B. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. Upon receipt of an acceptable "*Expenditure Summary and Payment Request*" (ESPR), provided by HCD in a format similar to Exhibit C, which may be via electronic submission using a web-based reporting system, together with proper support documentation for the services described in Section I.A. and B. and performance data required in Section VII.C. of this Agreement, HCD shall review the claim and when approved, make payment. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

COUNTY has no obligation to provide CDBG Funds under this Agreement if for any reason there is not funding available from HUD to pass through to SUBRECIPIENT or if the Agreement is terminated or suspended.

ESPRs will be due 15 days following the end of each month.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery. Notices may be delivered by facsimile or other electronic means if the party to be noticed agrees to delivery by these means and if that delivery is followed by delivery via U.S. Mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COUNTY

County of Santa Barbara
Housing and Community Development
Deputy Director
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Office: (805) 568-3520

SUBRECIPIENT

THE SANTA BARBARA FOUNDATION
ATTN: Jackie Carrera, President and CEO
1111 Chapala St., Suite 200
Santa Barbara, CA 93101
Phone: 805-963-1873
Fax: 805-966-2345

VI. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with the requirements of the Regulations at 24 CFR Part 570, including subpart K, except that (1) the SUBRECIPIENT does not assume the COUNTY's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. In addition, SUBRECIPIENT agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit D. SUBRECIPIENT agrees to comply with 24 CFR 570.609, the Suspension and debarment rules, and 24 CFR 570.614, the Architectural Barriers Act of 1968. SUBRECIPIENT also agrees to comply with the terms of HUD's award to COUNTY, including the grant agreement, assurances in an application, or a notice of award and all other applicable Federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the CDBG Funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of the SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether the COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. The SUBRECIPIENT further agrees to utilize CDBG

Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT'S behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, SUBRECIPIENT 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. In addition, SUBRECIPIENT 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.

C. Insurance and Indemnification

The SUBRECIPIENT shall comply with the insurance and indemnification provisions set forth in Exhibit E "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit E "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

E. Suspension or Termination

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 570.503 (b)(6), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of CDBG Program funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to SUBRECIPIENT, 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 SUBRECIPIENT to fulfill the obligations herein.

- a. **For Convenience.** In accordance with 2 CFR Part 200, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. **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 SUBRECIPIENT 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.
- c. **For Cause.** Should SUBRECIPIENT 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, SUBRECIPIENT 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 SUBRECIPIENT, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

In accordance with 2 CFR Part 200, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 200.

3. Upon termination, SUBRECIPIENT 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 SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. If HUD demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular,

bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 24 CFR § 570.502 and the Uniform Administrative requirements referenced therein, including but not limited to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT additionally agrees to comply with 24 CFR 570.502 and 24CFR 570.509 "Grant Closeout Procedures" in their entirety. SUBRECIPIENT agrees to adhere to the accounting principles and procedures referenced therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT agrees to comply with 24 CFR 570.610 "Uniform Administrative Requirements and Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

The use of program income by SUBRECIPIENT shall comply with program income requirements as set forth in Title 24 C.F.R. section 570.504. Additionally, upon expiration of this Agreement, the SUBRECIPIENT shall remit to the COUNTY all CDBG Funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG Funds, and all program income balances held by SUBRECIPIENT, with the exception of those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs. The reversion of any project related assets shall comply with 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

4. Indirect Costs

If indirect costs are charged, the SUBRECIPIENT shall develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

5. Procurement

a. Compliance

The SUBRECIPIENT shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended

program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement. The SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **Federal Requirements**

Unless excepted under 24 CFR 570, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, Subpart D shall apply to Federal Community Development Block Grant awards made to non-Federal entities.

6. **Travel**

The SUBRECIPIENT shall obtain written approval from the COUNTY for any travel outside the metropolitan area with funds provided under this Agreement.

7. **Administrative Requirements**

The SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR § 570.502 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011) and found in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT in an account in a banking or savings and loan institution. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this Agreement and Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for the COUNTY to effectively monitor costs under this Agreement.

B. **Documentation and Record Keeping**

1. **Records to be Maintained**

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 or by COUNTY's ordinances or policies that are pertinent to the services to be provided or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - e. Financial records as required by 24 CFR 570.502; and
 - f. Other records as required to document compliance with Subpart K of 24 CFR Part 570.
2. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520, in which the activities assisted under the Agreement are reported on for the final time, rather than from the date of submission of the COUNTY's final expenditure report for HUD's award to County. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.
3. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by SUBRECIPIENT, its officers, employees, agents, representatives, contractors and subcontractors in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.
4. Disclosure

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to the Scope of Work provided under this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Close-outs

The SUBRECIPIENT also agrees to comply with all grant closeout procedures set forth in 24 CFR § 570.509 and all applicable requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The SUBRECIPIENT's obligations to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused

materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG Funds, including program income.

6. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT 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 this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT 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, SUBRECIPIENT 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, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

7. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY, HUD or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the CDBG program.

C. Reports

SUBRECIPIENT shall provide HCD with a monthly Status Report (Report) provided by HCD in a format similar to Exhibit F, which may be via electronic submission using a web-based reporting system. The Report will be due 15 days following the end of the reporting month. The Report shall contain without limitation, the information outlined below in accordance with Exhibit A Scope of Work, Exhibit B Budget, and the requirements of the federal the Integrated Disbursement and Information System (IDIS). If SUBRECIPIENT fails to submit Reports when due, the COUNTY may withhold CDBG Funds until the required Reports are received.

The quarterly report summary shall include the following:

1. Documentation of the income level of persons receiving or benefiting by the SUBRECIPIENT'S services;
2. Race and Ethnicity of each business served;
3. Numeric accounting of progress toward goals;
4. Written Narrative of accomplishments and any challenges;
5. Any additional information such as pamphlets, copies of newspaper articles, or brief reports on any special accomplishments achieved by the SUBRECIPIENT in providing services during the Fiscal Year; and
6. Any additional information requested by the County as may be needed for reporting to County administration or HUD.

In addition to the Report above, Subrecipient also must submit a financial summary report, in a form approved by County, that shows the number of businesses assisted, the amount of assistance provided, the number of jobs created or retained, income of the person(s) that hold(s) the jobs created or retained, and other data as may be requested by the County.

Notwithstanding the above, Subrecipient must retain in its records, and make available to the County, HUD or other federal agency, all applications and documentation collected from applicants, Subrecipient's underwriting analysis to determine business feasibility and eligibility, etc. and other documentation in accordance with Section VII. B. of this Agreement. Such documents must be retained per Section VII. B. 2.

For Micro-Enterprise Business Assistance, which is defined as a business of 5 or fewer employees, one of whom is the owner, Subrecipient does not need to require or document jobs created or retained; however, the income of the owner must have a household income of eighty-percent (80%) of the area median income.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (42 U.S.C., §§ 4601 *et seq.*, and all implementing regulations,

including, but not limited to, those set forth in Title 24 C.F.R. Part 42 and 49 C.F.R. Part 24, all as may be amended). The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2), i.e., persons that are displaced as a direct result of demolition, renovation, major rehabilitation or acquisition for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SUBRECIPIENT shall comply with Santa Barbara County Codes, Chapter 2 Administration, Article XIII. Unlawful Discrimination, County Contracts and with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 *et seq.*), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 *et seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 *et seq.*), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

The SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, 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 SUBRECIPIENT agrees to comply with said Ordinance.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*)(P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The SUBRECIPIENT shall comply with all Federal regulations issued pursuant to and in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1966. The SUBRECIPIENT shall submit to COUNTY a plan for an Affirmative Action program prior to SUBRECIPIENT'S receipt of funds. COUNTY's acceptance of SUBRECIPIENT'S Affirmative Action Program shall not be deemed to be or construed as SUBRECIPIENT'S compliance with Executive Order 11246 or any other applicable Federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

2. Women- and Minority-Owned Businesses (MBE/WBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement, as referenced in "D/MBE/WBE Implementation Guidelines," attached hereto and incorporated herein as Exhibit G. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to all books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by HUD, advising the labor union or workers' representative of the SUBRECIPIENT'S commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.
6. Contract and Subcontract Provisions
The SUBRECIPIENT will include the provisions of Sections IX.A and IX.B, Civil Rights, and VIII.B, Affirmative Action, in every contract or subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors and subcontractors.

C. Employment Restrictions

1. Prohibited Activity
The SUBRECIPIENT is prohibited from using CDBG Funds provided herein or personnel employed in the provision of the activities set out in the Scope of Services under this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. The SUBRECIPIENT agrees to comply with the Federal Labor Standards Provisions attached hereto and incorporated herein as Exhibit H.
2. "Section 3" Clause
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. SUBRECIPIENT agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, OWNER certifies that it is under no contractual or other impediment that would prevent it from complying with the part 135 regulations.
 - c. SUBRECIPIENT agrees, and will cause its contractors, to send to each labor organization or representative of workers with which the OWNER or contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the OWNER'S or contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and

the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The SUBRECIPIENT agrees, and will cause its contractors, to include this section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 135. The SUBRECIPIENT will not contract with or permit its contractors to subcontract with any contractor or subcontractor where the SUBRECIPIENT has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The SUBRECIPIENT will certify, and cause its contractors and subcontractors to certify, that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. Labor Standards Requirements

The SUBRECIPIENT shall comply with labor standards requirements as set forth in Title 24 C.F.R. Part 570, Subpart K and HUD regulations issued to implement these requirements.

D. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the HCD thereto and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the HCD.

2. Contracts and Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual in the performance of this Agreement

without the written consent of the HCD prior to the execution of such agreement.

- b. Monitoring
The SUBRECIPIENT will monitor all contracted and subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content
The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.
 - d. Selection Process
The SUBRECIPIENT shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts and subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.
3. Hatch Act
The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.
 4. Conflict of Interest
The SUBRECIPIENT agrees to abide by the provisions of 2CFR 200.112, 2 CFR Part 200, and 24 CFR 570.611, which include (but are not limited to) the following:
 - a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or

with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

- d. The SUBRECIPIENT shall promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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; and
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraphs (a),(b),(c)and (d), , of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements) and that SUBRECIPIENT and all contractors and subcontractors shall certify and disclose accordingly:
- d. Lobbying Certification
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 section 1352, title 31, U.S.C. 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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or HUD reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

COUNTY shall be the owner of the following items incidental to the Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

7. Religious Activities

The SUBRECIPIENT agrees that CBDB Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. Conditions for Religious Organizations

If SUBRECIPIENT represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, SUBRECIPIENT agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. It will not discriminate against any person applying for services on the basis of religion and will not limit services or give preference to persons on the basis of religion; and
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of services; and
- d. The portion of a facility used to provide services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.

The SUBRECIPIENT shall comply with all applicable conditions of Title 24 CFR 570.200(j) prescribed by HUD for the use of CDBG Funds by religious organizations if SUBRECIPIENT is a religious organization.

9. Federal Contracts

The SUBRECIPIENT agrees that every person or entity that requests or receives a federal contract, grant, loan or cooperative agreement from or through a federal agency or receives or requests from a federal agency a commitment that would provide for the United States to insure or guarantee a loan, must file with that agency a written declaration and certify that he, she or it or entity that requires or receives from a person or entity referred to above, a contract or subcontract under a federal contract, a subgrant or grant under a federal grant, or a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract or subcontract under a federal cooperative agreement, is required to file a written declaration with the person or entity that received the federal contract, grant, loan or commitment to insure or guarantee a loan.

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, Title 24 C.F.R., Part 570, and COUNTY'S CDBG Program Guidelines, all as may be amended.

10. Drug Free Workplace

The SUBRECIPIENT shall comply with the Federal Drug-Free Workplace Act (41 U.S.C., §§ 8101 et seq.), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and the SUBRECIPIENT's policy and penalties for drug abuse violations occurring in the workplace. In addition, SUBRECIPIENT agrees to provide a drug-free workplace in accordance with the COUNTY's Drug Free Workplace Policy as follows:

- a. SUBRECIPIENT will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- b. SUBRECIPIENT will establish an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The SUBRECIPIENT's policy of maintaining a drug-free workplace; and
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. SUBRECIPIENT will require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph A.
 - d. SUBRECIPIENT will notify the employee that, as a condition of employment under the Agreement, the employee will:
 - i. Abide by the terms of the statement specified in paragraph A; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. SUBRECIPIENT will notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose Agreement activity the convicted employee was working.
 - f. SUBRECIPIENT will take one of the following actions, within 30 calendar days of receiving notice under paragraph D, with respect to any employee who is so convicted:
 - i. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C., §§ 701 *et seq.*), as amended; or
 - ii. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency.
 - g. SUBRECIPIENT agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f above.
11. Criminal Disclosure
SUBRECIPIENT 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. 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 parts 180 and 2424 and 31 U.S.C. 3321.)”

X. **ENVIRONMENTAL CONDITIONS**

A. **Air and Water**

The SUBRECIPIENT shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, 33 U.S.C., §§ 1251, *et seq.*, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder, all as may be amended;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as may be amended.

B. **Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*), 44 CFR Parts 59 through 79, and Executive Order 11988 relating to the evaluation of flood hazards, prevention, control, and abatement of water pollution, the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint**

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. **Historic Preservation**

The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*) as applicable and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

XIII. WAIVER

The COUNTY's failure to act with respect to a breach by the SUBRECIPIENT shall not constitute or be construed as a waiver of COUNTY'S rights with respect to subsequent or similar breaches. Any delay or failure of the COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, 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.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the SUBRECIPIENT'S use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement. 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.

XV. 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.

XVI. TIME IS OF THE ESSENCE

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

XVII. NONEXCLUSIVE AGREEMENT

SUBRECIPIENT 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 SUBRECIPIENT as the COUNTY desires.

XVIII. CALIFORNIA LAW

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.

XIX. 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.

XX. AUTHORITY

All 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 local, state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

XXI. PRECEDENCE

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

[Signatures on Following Page]

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this Agreement by the respective authorized officers as set forth below to be effective on the date set form in Section II TERM of this Agreement.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: Shirley LaGuerra
Deputy Clerk

By: Bob Nelson
BOB NELSON
Chair, Board of Supervisors

Date: 4/6/2021

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

COUNTY OF SANTA BARBARA, COMMUNITY
SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR

By: _____
Deputy Auditor- Controller

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SUBRECIPIENT: THE SANTA BARBARA
FOUNDATION

By: _____
Deputy County Counsel

By: Jackie Carrera
Jackie Carrera, President and CEO

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

By: _____
Risk Manager

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this Agreement by the respective authorized officers as set forth below to be effective on the date set form in Section II TERM of this Agreement.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

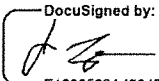
By: _____
Deputy Clerk

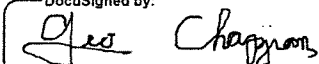
By: _____
BOB NELSON
Chair, Board of Supervisors

Date: _____

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

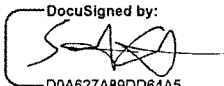
COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR

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By: _____
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Deputy Auditor- Controller

DocuSigned by:

By: _____
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Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SUBRECIPIENT: THE SANTA BARBARA FOUNDATION

DocuSigned by:

By: _____
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Deputy County Counsel

By: _____
Jackie Carrera, President and CEO

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

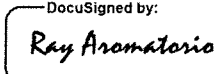
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Risk Manager

EXHIBIT A

**SCOPE OF SERVICES
FOR CDBG CV3 ECONOMIC DEVELOPMENT**

SUBRECIPIENT: Santa Barbara Foundation
PROGRAM NAME: CDBG-CV3 Emergency Business Assistance Program

AGREEMENT AMOUNT: \$889,695.13

INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (AGREEMENT) between the County of Santa Barbara (COUNTY) and the Santa Barbara Foundation (SUBRECIPIENT). The purpose of this Scope of Services is to further describe the program requirements referenced in the Agreement.

1. FEDERAL REGULATORY INFORMATION

- A. CDBG National Objective: *Benefit to low- and moderate- income (LMI) persons*
HUD Matrix Code: 18 (A), 18 (C)

Proposed Number of beneficiaries: 36
Microenterprise
and/or small
businesses

- B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of (check one):

PEOPLE: include all person(s) served or include all members of the family
OR
HOUSEHOLDS (all members of a household are counted as one household)

- C. The Project will be carried out under (check one):

24 CFR 570.208(a)(1) Area Benefit
List the neighborhoods and census tracts of the service areas in which the activities will be carried out:
Neighborhoods:
Census Tracts:

OR

24 CFR 570.208(a)(2) Limited Clientele

Select which method of income verification that must be used:

Self-Certification. Provide justification for using self-certification.

OR

Verification of income per 24 CFR Part 5.609 (referred to as "Part 5")
Regulation:

OR

Presumed Benefit

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

A. Scope of Work to be performed

The CDBG-CV Emergency Business Assistance Program will assist eligible Microenterprise and/or small businesses with loss of or reduction in income related to the impact of COVID-19 on business operations. SUBRECIPIENT will administer the Emergency Business Assistance Program (Program) as authorized under 24 CFR 570.203 and, for Micro-Enterprise Business's 24 CFR 570.201(o)(1)(i), and the Federal 2020 CARES Act. SUBRECIPIENT shall comply with all applicable requirements set forth in 24 CFR Part 570, the Federal 2020 CARES Act, and such applicable program guidance that HUD may establish. The Program will provide grants, up to \$10,000 to qualifying Microenterprise businesses with between 1-5 employees, or up to \$25,000 for small businesses with between 6-50 employees, who have experienced loss of business income, reduction in services, including employee layoffs, or increased operating costs associated with and as a result of COVID-19. The Emergency Business Assistance Program is intended to provide financial support and related resources to address these losses, which "but for" CDBG CV3 assistance would be permanent and detrimental to ongoing business operations and viability.

County's Small Business Assistance Program Guidelines (Guidelines), attached hereto as Appendix 1, provides further information on the definition of a qualifying business, eligible business costs, and qualifying loss(s) related to COVID 19, and other information necessary to implement the Emergency Business Assistance Program. The Guidelines may be amended from time-to-time by County as necessary to comply with federal regulations and advisories issued by HUD or other federal agencies, to comply with direction provided by the County's Executive Office, or to better align the program to community needs and priorities. By execution of this Agreement, Subrecipient agrees to implement the Program in accordance to the Guidelines. The Guidelines are attached to and incorporated herein as Appendix 1.

Payments will be made directly to the owners of eligible, qualifying Microenterprises and small businesses in accordance with the Program guidelines. The SUBRECIPIENT will provide assistance when their submitted applications are deemed “complete.” by SUBRECIPIENT, i.e. when all required supporting documentation is received, such as income information, proof of job losses, reduced hours, increased operating costs, etc. Subrecipient will work to ensure that businesses located throughout greater Santa Barbara County have an opportunity to benefit from the EBAP program and will take measure to market and distribute EBAP grant funds,

With regard to underwriting business eligibility Subrecipient shall design and implement underwriting criteria pursuant to 24 CFR 570 Appendix A, and approved by County, which includes but is not limited to the following minimal financial underwriting criteria:

- Project costs are reasonable;
- Other sources of financing needed for business success are committed;
- Documentation of need for CDBG funds, including verification that CDBG funds are not substituted for non-Federal financial funding or support;
- Business operations will be financially feasible with CDBG assistance;
- To the extent practicable, the return on the Borrower’s equity investment will not be unreasonably high; and
- To the extent practicable, CDBG funds will be disbursed on a pro rata basis with other finances provided to the business.

i. Eligible geographic areas

Eligible areas
Countywide

ii. Eligible income limits

FY 2020 Income Limit Category	Total number of persons in household related and unrelated							
	1	2	3	4	5	6	7	8
80% Area Median Income	66,750	76,250	85,800	95,300	102,950	110,550	118,200	125,800

B. Goals and Community Impact

It is estimated that SUBRECIPIENT will serve a combination of approximately 36 microenterprise and/or small businesses as defined in the Emergency Business Assistance Program Guidelines; depending on the amount of assistance each business receives. The maximum amount that a

business may receive is \$10,000 for Microenterprises and \$25,000 for small businesses with the expectation that grants will typically range from \$5,000 to \$9,000.

3. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each month by the 15th day of the following month. Reports must include the following:

- a. No. of businesses served during the reporting period
- b. Demographic information for the individual/business served, or each household member
- c. Household income for micro-enterprise business owners
- d. Documentation of jobs created or retained that are held by or offered to low-income persons as determined by the employee's annual salary compared to a one-person household using the area median income established and published annually for the Santa Barbara-Santa Maria Metropolitan Statistical Area.
- e. Brief narrative report on activities contained in Section 2

SURECIPIENT will collect Emergency Business Assistance Program beneficiary income and demographic information in accordance with 24 CFR PART 570 and as required and in accordance with the Emergency Business Assistance Program Guidelines. This will include the following information:

- Name and address of Business/Business Owner
- Whether the owner is female and/or disabled
- Whether the owner is 62 years or older
- Loss of income due to COVID-19
- Level and type of assistance provided
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each business owner
- The race of each household member: White, Black or African American, Asian, American Indian or Alaska Native, Native Hawaiian or Other Pacific Islander, American Indian or Alaska Native and White, Asian and White, Black or African American and White, American Indian or Alaska Native and Black or African American, Other Multi-Racial
NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted by SUBRECIPIENT to the County.

In addition to the Report above, Subrecipient also must submit a financial summary report, in a form approved by County, that shows the number of businesses assisted, the amount of

assistance provided, the number of jobs created or retained, income of the person(s) that hold(s) the jobs created or retained, and other data as may be requested by the County.

Notwithstanding the above, Subrecipient must retain in its records, and make available to the County, HUD or other federal agency, all applications and documentation collected from applicants, Subrecipient's underwriting analysis to determine business feasibility and eligibility, etc. and other documentation in accordance with Section VII. B. of this Agreement. Such documents must be retained per Section VII. B. 2.

For Micro-Enterprise Business Assistance, which is defined as a business of 5 or fewer employees, one of whom is the owner, Subrecipient does not need to require or document jobs created or retained; however, the income of the owner must have a household income of eighty-percent (80%) of the area median income.

4. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520 (See Section VII.B.2 of the Agreement). Files shall be made available to the County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, participating jurisdictions, or any other federal regulatory agency, upon request for monitoring purposes.

Duplication of Benefits:

Records shall include assessment and evaluation of Duplication of benefits. Duplication of Benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. SUBRECIPIENT shall request and retain records that no person or entity provided assistance under this agreement has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The SUBRECIPIENT shall develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. This shall include, at a minimum:

- (1) A requirement that any person or business receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and

(2) a method of assessing whether the use of CDBG–CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need.

Appendix 1 Guideline follows

Appendix 1

GUIDELINES

Introduction and Program Overview

The County of Santa Barbara, as an entitlement Grantee under the Community Development Block Grant (CDBG) Program, receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD) to implement CDBG-eligible programs. In response to the Coronavirus Pandemic (COVID-19) the HUD Community Development Block Grant (CDBG) program has notified Santa Barbara County Housing and Community Development Division (County), of the Community Services Department that it will receive a formula allocation from the third round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to COVID-19. This allocation was authorized by the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136.

The County will be utilizing a portion of their CDBG entitlement funds to implement a COVID-19 Emergency Business Assistance Program (EBAP) that provides grant assistance to micro- and small-businesses adversely impacted by the COVID-19 pandemic. The EBAP funds will provide support to eligible businesses for payroll, rent, personal protective equipment, and other costs required to resume or expand business operations. The program will primarily meet the benefit to low- and moderate-income persons national objective, however, the County may use the urgent need national objective, if necessary.

The Emergency Business Assistance program will consist of two different components: Microbusiness Assistance and Small Business Assistance. In accordance with HUD requirements, Emergency Business Assistance program funding will only be provided in cases where it can be reasonably determined and documented that the applicant business has been adversely impacted by the COVID-19 pandemic. All grant payments will be made on a reimbursable basis for actual costs incurred by grant recipients under this program. The business will be required to submit appropriate documentation to confirm eligibility for the relevant program and receive grant payments accordingly. Businesses that meet the Microbusiness Assistance requirements must apply for the Microbusiness Assistance program.

Program Definitions

Eligible Costs: Eligible costs include rent, utilities (excluding water and sewage), payroll, personal protective equipment (PPE) required for business operation, business services to increase or alter business activities (e.g. point of sale system, website development, outdoor business activities, etc.), or other costs

determined to be eligible and necessary to resume or alter business operations.

Family: The term “families” refers to individuals or households, with or without children. As defined at 24 CFR 5.403, “family” includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: 1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or 2) A group of persons residing together, and such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); an elderly family; a near-elderly family; a disabled family; a displaced family; and the remaining member of a tenant family.

Full-Time Equivalent: Full-Time Equivalent or FTE is used to measure the number of permanent jobs created or retained as part of the Small Business Assistance Program. An FTE assumes that a full-time job is 40 hours/ week. Thus, a part-time job at 20 hours/ week would be considered 0.5 FTE. Each small business assisted must create or retain at least 1.0 permanent FTE. This can be comprised of a single full-time job or multiple part-time jobs.

Micro-Enterprise Business: A business with less than 5 total employees (including the owner) where the owner(s) qualify as having a family income is less than 80% of the area median income and meets all eligibility criteria of a microenterprise as detailed in Section 1.

Small Business: A business that does not qualify as a microenterprise and has at least 6 employees but fewer than 50 total employees (including the owner) and meets all eligibility criteria of a small business as detailed in Section 2.

Program Marketing

Program marketing is initiated by the Subrecipient and Housing and Community Development Department and will include a range of activities. Marketing and outreach shall facilitate fair access and transparency. The program shall not rely solely on web-based marketing and outreach.

To facilitate meaningful access to program participation for Limited English Proficiency persons, program activities will be conducted in accordance with the County’s current

Limited English Proficiency Plan. Outreach will be comprehensive with targeted communication to minority-held businesses and those in minority or underserved/underinvested neighborhoods.

Program Application

The Subrecipient and County HCD shall implement the program and make application forms available to businesses from as early as April 6, 2021 but no later than June 6. Funding is limited, and applications will be reviewed and processed as received in a completed form, and processed on a first come, first served basis, except that, it is the County's desire to ensure assistance is provided in a cross-geographic manner. Subrecipient will track assistance provided per Supervisorial District or other geographic locations, as approved by the County.

The EBAP program may allocate funds throughout the county and to ensure equitable distribution of funding between microenterprise and small business applications as delineated in Exhibit B Budget.

Complete applications may be submitted to the Subrecipient via online portal or via mail to (or as otherwise directed by Subrecipient to ensure both electronic and non-electronic means and to ensure reasonable accommodations):

The Santa Barbara Foundation
RE: Emergency Business Assistance Program
1111 Chapala Street, No. 200
Santa Barbara, CA 93101

Submission of an application does not guarantee a grant award. As noted, Applications will be reviewed for completeness before accepted, and compliance with program requirements.

Program Description

Section 1: Microenterprise Assistance

The Emergency Business Assistance program will provide grants up to \$10,000 to Microenterprises that were adversely impacted by the COVID-19 pandemic.

Microenterprise grants can be used for operating expenses, including for the following purposes:

- Rent/utilities
- Payroll
- Personal Protective Equipment (PPE) supplies required for business operation (The County will not provide reimbursement for any installation-related costs.)

- Business services to increase or alter business activities (e.g. Point of Sale system, website development, outdoor business activities etc.)

Microenterprise businesses do not need to provide ongoing documentation and reporting of jobs created and/ or retained as a result of the CDBG assistance.

Eligible Microenterprise Businesses (MEB)

To qualify as an eligible microenterprise business, the business must meet the following criteria:

- Five (5) or fewer total employees (including owner). Examples include but are not limited to:
 - Sole proprietors, especially involved in event planning, catering, tourism
 - Small retailer
 - Food/flower retail industry
 - Hospitality
- Business owner's family income is less than 80% area median income (see annual income documentation guidance on page 5)
- Business is located within the unincorporated areas of Santa Barbara County, including incorporated cities within Santa Barbara County and operated from a physical location.
- Owner is 18 years or older
- Business or owner has a DUNS number, or will have applied for one at the time of application (<https://fedgov.dnb.com>)
- Business has a valid Federal Employer Identification Number (FEIN), also known as Employer Identification Number (EIN) or Social Security Number (SSN) for sole proprietors
- No person who is subject to the provisions of this program's Conflict of Interest Code has any ownership interest in the business, or would otherwise receive a financial benefit from the business
- At time of application, business must be in good-standing with the County and/or incorporated cities of Santa Barbara County, have a valid business license, no pending health or code enforcement matters proceeding and not delinquent in the payment of any business license fees or taxes owed the County or participating cities. Confirmation of Good Standing with the State may be obtained in-lieu of a local jurisdiction's status, if the local jurisdiction does not provide such.
- Business was adversely impacted because of the COVID-19 pandemic and can provide supporting documentation illustrating the impact
- Certification that the business has neither received nor will seek other grants, loans, or other assistance from any private, local, state, or federal funding source for the **same use** as identified in the program application

- Business must be viable as determined by Subrecipient's underwriting/review criteria included herein
- Business was in operation in Santa Barbara County prior to January 1, 2019

Ineligible Microenterprise Businesses

The following business types are not eligible for assistance:

- The business is not seasonal or temporary in nature
- Businesses located outside of the areas of the unincorporated County or incorporated cities within Santa Barbara County.
- Nonprofit entities
- Passive businesses (i.e. rental property or other business in which one does not actively participate)
- Government organizations
- Businesses that limit patrons to 18 and older (including gaming, liquor, tobacco, and marijuana dispensary establishments)
- Manufacturing businesses
- Businesses with more than 5 employees (including owner)

Assistance cannot be used to relocate a plant, facility, or other business operation from one labor market area to another labor market area.

Microenterprise Application Process

Applicants will be required to complete an initial application, including copies of the following documents.

1. Business License for businesses within unincorporated areas of Santa Barbara County or incorporated cities within Santa Barbara County.
2. State Identification Card or Driver's License
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. Owner income documentation
5. Most recent federal income tax return for Business owner
6. Most recent California Employment Development Department form DE-9 and 9C (Quarterly Contribution Return and Report of Wages Form)
7. Documentation that the business was adversely impacted by the COVID-19 pandemic (this may include showing loss in revenue/ profit or other documentation) to the satisfaction of the County

The Subrecipient and Santa Barbara County HCD reserves the right to request additional information upon receiving the application to determine program compliance.

Review/Underwriting criteria are included herein

Annual Income Definition and Documentation

The owner(s) of a MEB must be low-income, meaning that each owner’s family has income at or below eighty-percent (80%) of the area median income as published by HUD annually for the Santa Barbara/Santa Maria Metropolitan Statistical Area. To determine business owner family’s income for all microenterprises, the Subrecipient and County HCD will follow the annual income determination method as defined by HUD at 24 CFR 5.609 - 612 (commonly referred to as Part 5). The Subrecipient will calculate the annual income by projecting the income of each family member, aged 18 years and older and projecting the household income for the next 12-month period as measured from the date that it performs the income determination.

Each applicant will need to provide verifiable documentation to support the applicant’s stated income. HUD establishes annual incomes. County HCD will update the program guidelines as income limits are updated. The current income limits for this program are:

No. persons in household	1	2	3	4	5	6	7	8
Max. Household Income	\$66,750	\$76,250	\$85,800	\$95,300	\$102,950	\$110,550	\$118,200	\$125,800

As defined at 24 CFR 5.403, “family” includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: 1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or 2) A group of persons residing together, and such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); an elderly family; a near-elderly family; a disabled family; a displaced family; and the remaining member of a tenant family.

Therefore, family member information must include, at a minimum, the following:

1. Full names and ages of all family members living in the residence; and
2. Signature of all adult family members age 18 or over, certifying that the information provided related to the annual family income and family composition is correct.

Section 2: Small Business Assistance

The Emergency Business Assistance program will provide grants up to \$25,000 to small businesses that have been adversely impacted by the COVID-19 pandemic.

Small Business Assistance grants can be used for the following purposes:

- Rent/utilities
- Payroll

- Personal Protective Equipment (PPE) supplies required for business operation (The County will not provide reimbursement for any installation-related costs.)
- Business services to increase or alter business activities (e.g. Point of Sale system, website development, outdoor business activities etc.)

Businesses receiving a Small Business Assistance grant shall use grant funds to create or retain jobs (those held by low/moderate-income individuals) and shall provide reporting for up to six (6) months following grant award on the creation or retention of jobs. Determination of a job being held by or offered to a low-income person is measured by the salary of the employee compared to the HUD income limits for a one-person family, regardless of the family size. This may be documented by an employment offer letter or payroll records. **Businesses that do not create or retain at least one permanent low- or moderate-income job(s) will be required to repay the grant in accordance with the grant agreement.**

The job creation and retention requirement is described in more detail in the Job Creation/Retention section.

Eligible Small Businesses

To qualify as an eligible small business, the business must meet the following criteria:

- Must have between 6- 50 employees
- Commitment to create or retain at least one full time equivalent (FTE) permanent job as a result of the Emergency Business Assistance program; 51% of all jobs created or retained must be held or made available to low- or moderate-income individuals
- Operate from a physical location within the limits of Santa Barbara County
- Owner is 18 years or older
- Business or owner has a DUNS number, or will have applied for one at the time of application (<https://fedgov.dnb.com>)
- Business has a valid Federal Employer Identification Number (FEIN), also known as Employer Identification Number (EIN)
- No person who is subject to the provisions of this program's Conflict of Interest Code, including the staff and board of Subrecipient, has any ownership interest in the business, or would otherwise receive a financial benefit from the business.
- At time of application, business must be in good-standing with the County or incorporated cities of Santa Barbara County, have a valid business license, no pending health or code enforcement matters proceeding and not delinquent in the payment of any business license fees or taxes owed the County or participating cities. Confirmation of Good Standing with the State may be obtained in-lieu of a local jurisdiction's status, if the local jurisdiction does not provide such.
- Business was adversely impacted because of the COVID-19 pandemic and can provide supporting documentation illustrating the impact and economic

hardship suffered such as tax returns, financial statements, and other financial data required in the application.

- Business must provide certification that the business has neither received nor will seek other grants, loans, or other assistance from any private, local, state, or federal funding source for the **same use** as identified in the program application
- Business had no more than \$5 million in gross total sales between January 1, 2019 and December 31, 2019.
- Business was in operation in Santa Barbara County prior to January 1, 2019
- Business must show best effort to reopen and resume business operations

Ineligible Small Businesses

The following business types are not eligible for assistance:

- Businesses that qualify as a microenterprise
- Businesses located outside of the unincorporated area of Santa Barbara County or incorporated cities of Santa Barbara County.
- Nonprofit entities
- Passive businesses (i.e. rental property or other business in which one does not actively participate)
- Government organizations
- Businesses that limit patrons to 18 and older (including gaming, liquor, tobacco, and marijuana dispensary establishments), except that tasting rooms and wineries are eligible
- Manufacturing businesses
- Businesses with more than 50 employees
- Sole Proprietors

Assistance cannot be used to relocate a plant, facility, or other business operation from one labor market area to another labor market area.

Small Business Application Process

Applicants will be required to complete an initial application, including copies of the following documents.

1. County of Santa Barbara, or incorporated cities of Santa Barbara County Business License
2. State Identification Card or Driver's License
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. Most recent California Employment Development Department form DE-9 and 9C (Quarterly Contribution Return and Report of Wages Form)
5. Documentation that the business was adversely impacted by the COVID-19 pandemic (this may include showing loss in revenue/ profit or other documentation) to the satisfaction of the County
6. Business documentation, including:

- a. Balance Sheet (or any documentation showing net assets and liabilities of the business) for two separate periods
- b. Income Statements or Profit and Loss Statements showing net profits for two separate periods

The Subrecipient and County HCD reserves the right to request additional information upon receiving the application to determine program compliance.

Review/Underwriting criteria are included herein

Small Business Job Retention and Job Creation

The goal of the **Small Business Assistance** component is to assist business owners in operations during the global pandemic, as well as to create economic opportunities by creating and/or retaining permanent jobs held by low/moderate-income individuals within the unincorporated County or incorporated cities of Santa Barbara County. Job creation or retention is defined as total full-time equivalent positions created or retained at 40 hours per week, or any combination of part-time positions combining for 40 hours per week. Determination of a job being held by or offered to a low-income person is measured by the salary of the employee compared to the HUD income limits for a one-person family, regardless of the family size. This may be documented by an employment offer letter or payroll records. During the grant agreement period, businesses will be required to report on all jobs created or retained as a result of the CDBG funds.

In order to meet this requirement, businesses must be able to demonstrate that the created or retained job has an annualized salary of **\$66,750** or below.

Job Retention and Creation Documentation

The business must provide the following information for each job created or retained.

- Listing by job title of the job created/ retained
- Brief description of job created/ retained
- Annual wages/ salary of job created/ retained
- EDD DE-9 and 9C (Quarterly Contribution Return and Report of Wages Form) and DE 34 (Report of New Employee(s) Form) Forms
- Paycheck stubs
- Employment offer letter or payroll records

For businesses that are retaining jobs, they **must** provide specific evidence that the job(s) would be lost **but for** and without the assistance.

Reporting and Recordkeeping

Businesses assisted through the **Emergency Business Assistance** program must provide ongoing reporting for a period up to six (6) months. Reporting will document program compliance and job creation/ retention (if applicable) as follows:

All Business Assisted

- Program expense documentation

Small Business Assistance Program Component Only

- Job creation/ retention form and supporting documentation for the period specified in the grant agreement.
- EDD DE-9 and 9C (Quarterly Contribution Return and Report of Wages Form) and DE 34 (Report of New Employee(s) Form) Forms

Business Assistance Program Management

The Housing and Community Development Department and Subrecipient shall meet weekly to review the status of the program, including the number of applications received, number processed, and number paid by geographic area, and other information as may be requested by County, and to review any applications that may require County review and determination for program or regulatory compliance.

Subrecipient:

- Review and either approve or deny applications for assistance in accordance with the County Subrecipient Agreement
- Collect repayment from previously approved assistance for program participants who violate program requirements in consultation with County
- Provide recommendations for policy improvements or clarifications
- Appoint a member whose responsibility it is to maintain records of all necessary documents for each business applicant

If an application is deemed incomplete or requires additional detail, applicants will be notified via email, postal mail or phone call and be provided two weeks to submit all additional information required. The application will not be considered received until it is deemed complete by Subrecipient

If the Subrecipient denies an application, it shall prepare and send a letter to the applicant indicating the reason(s) for denial and shall include notification of the applicant's right to appeal the decision in accordance with the Appeals section of these Guidelines.

Upon approval of a program application, eligible businesses selected for the Emergency Business Assistance program will execute a grant agreement with the Subrecipient.

Grant awards will be made on a cost-reimbursement basis. Assisted businesses will be expected to submit all reimbursement documentation within three (3) months of the date the grant agreement is executed. Recipients are not required to submit all reimbursement

requests at a single time and can submit up to three (3) requests during the three-month period.

Reimbursement requests must be submitted in the manner prescribed in the grant agreement and include supporting receipts and other documentation.

The program will reimburse eligible costs incurred from April 6, 2021. All reimbursement requests **must** include receipts and, for payroll, timesheets and payroll records and required supporting documentation.

Other Program Requirements

Appeals

A denied applicant file shall contain all submitted information and documentation, as well as the reason for denial (ex: incomplete information, business outside service area). A denial may be appealed by filing a written notice of appeal and any information the applicant deems relevant to the appeal with the Deputy Director of the Housing and Community Development within 5 days of receiving notice of denial. The Deputy Director of Housing and Community Development, or designee, shall review the information and make a written determination within 10 days of receipt of the notice of appeal and associated documents.

Duplication of Benefits

All applicants shall certify on the Program Application under penalty of perjury, that they are not able to receive, and have not received, other federal or non-federal benefits or assistance for business assistance for the same use and same period of assistance as the Program assistance. Applicants shall further certify that they will not pursue other federal or non-federal benefits for the same uses of this grant program for the period of assistance under the Program. As part of the grant agreement, all applicants shall certify under penalty of perjury to this effect.

False Claims

Applicants shall certify on the Program Application under penalty of perjury that *"The information provided on this form is true to the best of their knowledge and is subject to verification by HUD, Subrecipient, or County at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government."*

Applicant Confidentiality

Employees and agents of the County and Subrecipient will not disclose any applicant's personal confidential information as part of the program, except as required by law. All confidential information of applicants will be kept in a locked secured storage facility or password protected electronic files and unavailable to persons outside of the program. At all times, the County and Subrecipient will abide by all requirements stated within the Privacy Act of 1974 as amended. Subject to the Freedom of Information Act with regard to public records, if the County receives a request for public records related to the program, only non-confidential information, as verified by the County, will be provided. Program records are held by Santa Barbara County, or its selected Subrecipient.

Nondiscrimination

The Emergency Business Assistance program shall be implemented consistent with the County's commitment to State and Federal equal opportunity laws. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG program funds on the basis of their disability, family status, national origin, race, color, religion, sex, marital status, medical condition, ancestry, source of income, age, sexual orientation, gender identity, gender expression, genetic information, or other arbitrary discrimination.

Subrecipient will provide reasonable accommodations and/or modifications, or provide language assistance to individuals requesting such assistance to benefit from the services provided by the Emergency Business Assistance program.

Conflict of Interest

In accordance with 24 CFR 570.611 and Section IX.D.4 of the Agreement, no member of the governing body and no official, employee or agent of the County or Subrecipient, nor any other person, either for themselves or those with whom they have business or immediate family ties, who exercises policy or decision making responsibilities will financially benefit from this program.

Program Guidelines Changes or Modifications

These Guidelines may be amended from time-to-time by County as necessary to comply with federal regulations and advisories issued by HUD or other federal agencies, to comply with direction provided by the County's Executive Office, or to better align the program to community needs and priorities.

Underwriting/ Due Diligence per Appendix A of 24 CFR Part 570

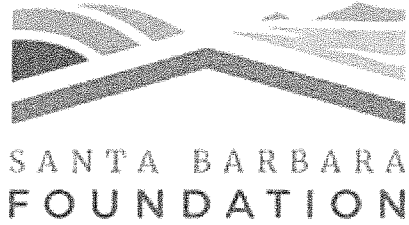
The Santa Barbara Foundation will create a grant review committee to review all Business Assistance applications, including Small Business and Microenterprise Business Assistance Programs. This represents select underwriting guidelines. For a complete list, please see the attached Business Assistance Checklist for Grant Reviewers.

CDBG Requirement	SBF Due Diligence/ Underwriting
Was the business viable prior to COVID and does it appear that it will be viable again?	Will require 2019 and 2020 Financial Statements, including Profit and Loss, Balance Sheet and 2019 Tax Returns Will require business to have a minimum of 1-month total monthly expenses on hand Will require a description of Reopening/ Operational Plan
Must link the need to COVID	Evidence of revenue reduction, specifically that gross sales declined by at least 25% as a result of COVID-19 in April – December 2020 as compared to April – December 2019. Profit and Loss Statements
Project costs are reasonable	Will require a breakdown of all project costs Each cost element making up the project will be reviewed by a committee of local experts for reasonableness If the cost element is in excess of \$10,000, reviewers may compare the cost element with a third-party, fair-market price quotation for that cost element. The committee may require the recipient to conduct its own cost analysis using appropriate cost estimating manuals or services.
The recipient should pay particular attention to any cost element of the project that will be carried out through a non-arms-length transaction. A non-arms-length transaction occurs when the entity implementing the CDBG assisted activity procures goods or services from itself or from another party with whom there is a financial interest or family relationship. If abused, non-arms-length transactions misrepresent the true cost of the	Will require certification built into the application that the business has no non-arms-length transactions. Review committee will also look for this in application and budget cost items

project.	
Determine if funding arrears be a good investment.	Committee will examine liabilities and expense payables, including rent arrears and other unpaid bills and determine if grants made for previously incurred liabilities would constitute a good investment.
Does the business have projections/business plan?	Will require a description of Reopening/Operational Plan
CDBG funds are not substituted for non-Federal financial support.	Will require certification built into the application that the business has neither received nor will seek other grants, loans, or other assistance from any private, local, state, or federal funding source for the same use as identified in the program application.
In addition to the financial underwriting reviews carried out earlier, the recipient should evaluate the experience and capacity of the assisted business owners to manage an assisted business to achieve the projections.	Will require business to be in operation as of Jan 1 2019 demonstrating positive track record.
The CDBG assisted activity should provide not more than a <u>reasonable return on investment</u> to the owner of the assisted activity. This will help ensure that the grantee is able to maximize the use of its CDBG funds for its economic development objectives. However, care should also be taken to avoid the situation where the owner is likely to receive too small a return on his/her investment, so that his/her motivation remains high to pursue the business with vigor. The amount, type and terms of the CDBG assistance should be adjusted to allow the owner a reasonable return on his/her investment given industry rates of return for that investment, local conditions and the risk of the project.	Will require and review operational plan.
The return on the owner's equity investment will not be unreasonably high.	The Santa Barbara Foundation reserves the right to audit the applicant's records for compliance with terms in the agreement and monitor the business to ensure program compliance.
<i>Disbursement of CDBG funds on a pro rata basis.</i> To the extent practicable, CDBG funds used to finance economic development	Grants will be made on a reimbursable basis and only after reporting requirements have been met.

<p>activities should be disbursed on a pro rata basis with other funding sources. Recipients should be guided by the principle of not placing CDBG funds at significantly greater risk than non-CDBG funds. This will help avoid the situation where it is learned that a problem has developed that will block the completion of the project, even though all or most of the CDBG funds going in to the project have already been expended. When this happens, a recipient may be put in a position of having to provide additional financing to complete the project or watch the potential loss of its funds if the project is not able to be completed. When the recipient determines that it is not practicable to disburse CDBG funds on a pro rata basis, the recipient should consider taking other steps to safeguard CDBG funds in the event of a default, such as insisting on securitizing assets of the project</p>	
<p>Small Business Assistance Only: Must create or retain at least one job held by or offered to a LMI person at/below 80% AMI.</p>	<p>Will require the business to provide the following information for each job created or retained, including verification for all new hires resulting from the investment of CDBG funds, for the period specified in the grant agreement (up to two years)?</p> <ul style="list-style-type: none"> • Job creation/ retention form including • Listing by job title of the job created/ retained • Brief description of job created/ retained • Annual wages/ salary of job created/ retained • <i>is the person income-qualified? are the annual wages or salary of the job equal to or less than the Section 8 low-income limit established by HUD for a one-person family (amount to be provided by Santa Barbara County)?</i> <p>Will require submission of paycheck stubs Will require EDD DE-9 and 9C (Quarterly Contribution Return and Report of Wages Form) and DE 34 (Report of New Employee(s))</p>

	Form) Forms
Small Business Assistance Only: But for the assistance, the job would be lost	Statement that "but for this assistance, the job would have been lost."



COUNTY OF SANTA BARBARA
CDBG CV3 ECONOMIC DEVELOPMENT
CDBG-CV3 Emergency Business Assistance Program
Proposed Budget

Line Item	Amount Budgeted
Small Business Assistance	\$600,695.13
Microenterprise Assistance	\$200,000
Administration	\$89,000
Total	\$889,695.13

Note: The Santa Barbara Foundation may use its discretion to adjust funds allocated between Small Business and Microenterprise Assistance in consultation with the County of Santa Barbara.

**EXHIBIT C
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)**

FY 2020-2021
July - June

INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and submit

Agency Name Santa Barbara Foundation Invoice/Request # _____ Revised

Program Name CDBG-CV3 Small Business Assistance Program Date Submitted _____

Address 1111 Chapala Street, Suite 200 Check one: CDBG HOME

Contact Person Jackie Carrera IDIS # _____ HCD Project # _____

Phone 805-963-1873 PO/Contract No _____ Expiration Date June 30, 2022

Email jcarrera@sbfoundation.org Report Period: (enter month for capital projects and quarter for public services) _____

Month _____ Quarter Qtr 1 (July - Sep) Qtr 2 (Oct - Dec)

Qtr 3 (Jan - Mar) Qtr 4 (Apr - Jun)

SUBMIT COMPLETED FORM TO Carlos Jimenez Housing Program Specialist
 Phone: 805-568-3529 Email: cjimenez@co.santa-barbara.ca.us

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
<i>Cat. 1</i> CDBG-CV3 direct assistance			\$ -	\$ -	\$ -
<i>Cat. 2</i>			\$ -	\$ -	\$ -
<i>Cat. 3</i>			\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -

Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

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

Name _____ Title _____
 Signature _____ Date _____

Administrator / Executive Director

Name _____ Title _____
 Signature _____ Date _____

Public Service programs: Payment requests are due for each quarter by the 20th of the month following quarter end.

Capital Projects: Payment requests are due monthly by the 20th of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.

EXHIBIT D

**County of Santa Barbara
Housing and Community Development Division**

FEDERAL TERMS AND CONDITIONS

This Project is being assisted by the U.S. Department of Housing and Urban Development. The following Federal provisions must be included into the contract pursuant to the provisions applicable to Federal assistance, such as Community Development Block Grant (CDBG), HOME Investments Partnership Program and Emergency Shelter Grants (ESG). During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with

which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 2 CFR 200.321

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

C. Section 3 Clause in accordance with Federal Regulatory Requirements under 24 CFR 135.38

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 4. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- D. Copeland "Anti-Kickback" Act (18 U.S.C. 874)**

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

E. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, attached hereto as **Exhibit A** and incorporated by this reference.

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the District and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the District.

G. Requirements and Regulations Pertaining to Reporting

1. Contractor shall comply with the reporting requirements contained in **Exhibit B**, attached hereto and incorporated by this reference.
2. The County of Santa Barbara, the District, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent to the contract.

H. Compliance with Clean Air Act and Clean Water Act.

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

EXHIBIT E

Indemnification and Insurance Requirements (For Professional 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 \$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 CONTRACTOR 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. 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 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 CONTRACTOR'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 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 F



**Quarterly Status Report
2020-2021**

County of Santa Barbara
Housing & Community Development

Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other multi-racial				
Total				

Income Levels

	Quarter Total	Year-to-Date Total
Extremely Low (0% to 30%)		
Low (31% to 50%)		
Moderate (51% to 80%)		
Non-Low/Moderate		
Total		

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be used to report employment and training opportunities data.

Community Development Programs

1. **Grantee:** Enter the name of the unit of government submitting this report.
3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7i, the type of trade code would be for the subcontract only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.
- 7d. **Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. **Section 3 Contractor:** Enter Yes or No.

7l. **Contractor/Subcontractor Name and Address:** Enter this information for each Previous editions are obsolete.

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary

firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgage entity submitting this report.
3. **Contact Person:** Same as item 3 under CPD Programs.
4. **Reporting Period:** Check only one period.
5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
- 7c. **Type of Trade:** Same as item 7c. under CPD Programs.
- 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7l. **Contractor/Subcontractor Name and Address:** Same as item 7l. under CPD Programs.

may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Submit two (2) copies of this report to your local HUD Office within ten (10) days at the end of the reporting period you checked in item 4 on the form.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report. Enter the prime contractor's ID in item 7i. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report contracts/subcontracts.

Public Housing and Indian Housing Programs

- PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.
1. **Project Owner:** Enter the name of the unit of government, agency or mortgage entity submitting this report. Check box as appropriate.
 3. **Contact Person:** Same as item 3 under CPD Programs.
 4. **Reporting Period:** Check only one period.
 5. **Program Code:** Enter the appropriate program code.
 - 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
 - 7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
 - 7c. **Type of Trade:** Same as item 7c. under CPD Programs.
 - 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
 - 7e. **Woman Owned Business:** Enter Yes or No.
 - 7f. **Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
 - 7g. **Section 3 Contractor:** Enter Yes or No.
 - 7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
 - 7i. **Section 3 Contractor:** Enter Yes or No.
 - 7l. **Contractor/Subcontractor Name and Address:** Same as item 7l. under CPD Programs.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit I

Federal Award Identification Information (per 2 CFR 200.331)	
i. Subrecipient Name (which must match the registered name in DUNS)	Santa Barbara Foundation
ii. Subrecipient DUNS number	
iii. Anticipated Federal Award Identification Number	
iv. Estimated Federal Award Date	September 11, 2020
v. Period of Performance	Start Date May 1, 2021
	End Date June 30, 2022
vi. Amount of Federal Funds Obligated by this action	\$889,695.13
vii. Total Amount of Federal Funds Obligated to subrecipient	\$889,695.13 (CDBG-CV3)
viii. Total Amount of the Federal Award	\$1,165,366 (CDBG-CV3)
ix. Federal award project description	To develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
x. Name of Federal awarding agency,	Department of Housing and Urban Development
Pass through entity,	County of Santa Barbara
And contact information for awarding official	(805) 568-3521
xi. CFDA	Number 14.218
	Name Community Development Block Grants/Entitlement Grants
xii. Is the award research and development?	No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	No