

## **SUBRECIPIENT AGREEMENT FOR SERVICES**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara (hereafter COUNTY), a political subdivision of the State of California, and **Santa Barbara Foundation** (hereafter SUBRECIPIENT), a California non-profit corporation, with an address at **1111 Chapala Street, Suite 200, Santa Barbara, CA 93101**, wherein SUBRECIPIENT agrees to provide, and COUNTY agrees to accept, the services specified herein.

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

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, which is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

**WHEREAS**, COUNTY has selected qualified providers, in accordance with federal regulations including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;" and

**WHEREAS**, the United States Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designates expenditure categories including Category 2 (Negative Economic Impacts) and Sub-Category 2.11-2.14 (Healthy Childhood Environment); and

**WHEREAS**, SANTA BARBARA FOUNDATION agrees, and has the organizational capacity, to meet reporting and compliance responsibilities relating to ARPA and the SLFRF as defined by guidance and policy set forth by the U.S. Department of the Treasury.

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

**1. DESIGNATED REPRESENTATIVE.**

Wendy Sims-Moten at phone number 805-884-8085 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jackie Carrera at phone number 805-963-1873 is the authorized representative for SUBRECIPIENT. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES.**

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

To COUNTY: Wendy Sims-Moten, First 5 Santa Barbara County, 5385 Hollister Ave, Bldg. 10, Santa Barbara, CA 93103

To SUBRECIPIENT: Jackie Carrera, Santa Barbara Foundation, 1111 Chapala Street, Suite 200, Santa Barbara, CA 93101

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

### **3. SCOPE OF SERVICES.**

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

### **4. TERM.**

SUBRECIPIENT shall commence performance on **May 2, 2023** and end performance upon completion, but no later than **June 30, 2025** unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF SUBRECIPIENT.**

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

### **6. INDEPENDENT CONTRACTOR.**

It is mutually understood and agreed that SUBRECIPIENT (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which SUBRECIPIENT shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions hereof. 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. SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating to payment of SUBRECIPIENT's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

### **7. PERFORMANCE MONITORING.**

County will monitor that the performance of Subrecipient is consistent with the roles and responsibilities set forth in the Scope of Services (Exhibit A and Exhibit E) and in accordance with the Standard of Performance set forth in Section 8 of this Agreement. As determined by County, Subrecipient's failure to perform services as required under the Standard of Performance shall constitute Subrecipient's noncompliance with this Agreement. Upon County's determination of noncompliance, County shall provide Subrecipient written notice and an opportunity to cure. County's notice shall include specific details of the noncompliance including reference to the relevant language in the Scope of Services and a description of the failure to meet the Standard of Performance. If Subrecipient does not cure such noncompliance to the satisfaction of County within seven (7) workdays after being notified by County, suspension or termination procedures of this Agreement may be initiated pursuant to Section 20 (Termination) and Section 21 (Suspension).

#### **8. STANDARD OF PERFORMANCE.**

SUBRECIPIENT represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, SUBRECIPIENT shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which SUBRECIPIENT is engaged. All products of whatsoever nature, which SUBRECIPIENT delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in SUBRECIPIENT's profession. SUBRECIPIENT shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by SUBRECIPIENT without additional compensation. SUBRECIPIENT shall perform all services consistent with all state and federal requirements and standards required as a condition of providing these Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF) funds.

#### **9. DEBARMENT AND SUSPENSION.**

SUBRECIPIENT certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. SUBRECIPIENT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **10. TAXES.**

SUBRECIPIENT shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on 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.

#### **11. CONFLICT OF INTEREST.**

SUBRECIPIENT covenants that SUBRECIPIENT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be

employed by SUBRECIPIENT. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SUBRECIPIENT if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SUBRECIPIENT in writing. Subrecipient acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

**12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, SUBRECIPIENT hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by SUBRECIPIENT pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. SUBRECIPIENT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. SUBRECIPIENT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. SUBRECIPIENT at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by SUBRECIPIENT hereunder infringe upon intellectual or other proprietary rights of a third party, and SUBRECIPIENT shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**13. NO PUBLICITY OR ENDORSEMENT.**

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

**14. COUNTY PROPERTY AND INFORMATION.**

All of COUNTY's property, documents, and information provided for SUBRECIPIENT's use in connection with the services shall remain COUNTY's property, and SUBRECIPIENT shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. SUBRECIPIENT may use such items only in connection

with providing the services. SUBRECIPIENT shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**15. RECORDS, AUDIT, AND REVIEW.**

SUBRECIPIENT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of SUBRECIPIENT's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during SUBRECIPIENT's regular business hours or upon reasonable notice. In addition, 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 the 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. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

**16. INDEMNIFICATION AND INSURANCE.**

SUBRECIPIENT agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

**17. NONDISCRIMINATION.**

COUNTY hereby notifies SUBRECIPIENT that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein, and SUBRECIPIENT agrees to comply with said ordinance. Subrecipient shall also comply with the nondiscrimination provisions set forth in EXHIBIT E Special Provisions: Coronavirus State and Local Fiscal Recovery Funds Requirements of this Agreement.

**18. 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.

**19. NON-ASSIGNMENT.**

SUBRECIPIENT shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## 20. TERMINATION.

- A. **By County.** In accordance with 2 Code of Federal Regulations (C.F.R.) Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, County may suspend or terminate this Agreement if Subrecipient materially fails to comply with the terms of the SLFRF award to County including, but not limited to, the grant agreement, a notice of award, or any terms of this Agreement, which include, but are not limited to, the following:
1. 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;
  2. Failure, for any reason, of Subrecipient to fulfill its obligations under this Agreement; and
  3. Submittal of reports that are false or that are incorrect or incomplete in any material respect.
- B. County may, by written notice to Subrecipient, terminate this Agreement in whole or in part at any time, whether for County's convenience, for non-appropriation of funds, or because of the failure of Subrecipient to fulfill the obligations herein.
1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During the thirty (30) day period, Subrecipient shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  2. **For Non-appropriation of Funds.**
    - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
    - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Subrecipient for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
    - iii. Subrecipient expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under

the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **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.
- C. **By Subrecipient.** Should County fail to pay Subrecipient all or any part of the payment set forth in EXHIBIT B(s), Subrecipient may, at Subrecipient's option terminate this Agreement if such failure is not remedied by County within thirty (30) calendar days of written notice to County of such late payment.
- D. **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. Notwithstanding any other payment provision of this Agreement, County shall pay Subrecipient for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Subrecipient be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Subrecipient shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Subrecipient. In the event of a dispute as to the reasonable value of the services rendered by Subrecipient, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

#### **21. SUSPENSION FOR CONVENIENCE.**

COUNTY designated representative or its designee may, without cause, order Subrecipient in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

#### **22. SECTION HEADINGS.**

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

#### **23. SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**24. 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.

**25. TIME IS OF THE ESSENCE**

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

**26. NO WAIVER OF DEFAULT**

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

**27. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**28. SUCCESSORS AND ASSIGNS.**

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

**29. COMPLIANCE WITH LAW.**

SUBRECIPIENT shall, at its sole cost and expense, comply with all County, State and Federal ordinances, regulations, orders including, but not limited to, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the United States Treasury and the California Department of Public Health now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Subrecipient in any action or proceeding against Subrecipient, whether County is a party thereto or not, that Subrecipient has violated any such ordinance, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Subrecipient and County.

**30. CALIFORNIA LAW AND JURISDICTION.**

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



**31. 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.

**32. AUTHORITY.**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, 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.

**33. SURVIVAL.**

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

**34. PRECEDENCE.**

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

**35. SUB-SUBRECIPIENTS.**

SUBRECIPIENT shall supervise and monitor all work performed by any and all sub-SUBRECIPIENTS including units of service performed, insurance coverage, invoice amounts, and fiscal records. SUBRECIPIENT is responsible for reporting units of service for the sub-SUBRECIPIENT in each quarterly report. SUBRECIPIENT will notify COUNTY in writing of any noncompliance issue with sub-SUBRECIPIENT.

**36. EXHIBITS.**

SUBRECIPIENT agrees to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement as if fully set forth herein:

- Exhibit A      Statement of Work
- Exhibit B      Financial Provisions
- Exhibit C      Indemnification and Insurance Requirements
- Exhibit D      Certification Regarding Lobbying
- Exhibit E      Special Provisions: Coronavirus State and Local Fiscal Recovery Funds Requirements
- Exhibit F      Assurances of Compliance with Civil Rights Requirements

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SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

**Subrecipient Agreement for Services between the County of Santa Barbara and Santa Barbara Foundation**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date set forth in Section 4 (Term) of this Agreement.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila MaGuerra  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Das Williams  
Das Williams, Chair  
Board of Supervisors

Date: 5-2-23

**RECOMMENDED FOR APPROVAL:**

Wendy Sims-Moten  
Executive Director  
First 5 Santa Barbara County

DocuSigned by:  
By: Wendy Sims-Moten  
Department Head

**SUBRECIPIENT:**

**Santa Barbara Foundation**

DocuSigned by:  
By: Jackie Carrera  
Authorized Representative

Name: Jackie Carrera

Title: President & CEO

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

DocuSigned by:  
By: Bo Bai  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA, CPFO  
Auditor-Controller

DocuSigned by:  
By: Robert Guis IV  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

DocuSigned by:  
By: Greg Milligan  
Risk Management

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A - STATEMENT OF WORK**

**EXHIBIT B - FINANCIAL PROVISIONS**

EXHIBIT B      Payment Arrangements

EXHIBIT B-1    Schedule of Quarterly Invoicing

**EXHIBIT C – INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**EXHIBIT D – CERTIFICATION REGARDING LOBBYING**

**EXHIBIT E – SPECIAL PROVISIONS: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS**

**EXHIBIT F – ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

## EXHIBIT A

### STATEMENT OF WORK

#### 1. PROGRAM SUMMARY.

Subrecipient, SANTA BARBARA FOUNDATION shall be awarded \$1,125,000 to implement childcare sector recovery and resiliency efforts due to the effects of COVID-19 and strengthen the childcare system in the County of Santa Barbara by identifying and assisting new childcare providers, supporting existing childcare providers in pivoting to serving infants and toddlers, identifying childcare facility gaps, and increasing the overall number of licensed childcare slots serving our youngest children.

#### 2. PROGRAM GOALS. Subrecipient shall:

- A. Plan for and launch countywide workforce pathway and skill development program for 200 new and existing childcare educators to obtain the Early Childhood Education (ECE) units needed to be qualified infant and toddler teachers and instructional aides.
- B. Provide infant and toddler facilities planning and technical assistance support for the County of Santa Barbara.
- C. Establish and implement a business training and technical support program for new and existing childcare providers operating in Santa Barbara County to recover from the effects of the COVID-19 pandemic and restore stability in the sector.
- D. Establish and implement a grant program for the start-up and expansion of center-based and family childcare infant and toddler classrooms within Santa Barbara County.

#### 3. PROGRAM OUTCOMES. Subrecipient shall:

- A. Increase the number of qualified infant and toddler workforce professionals in the County to 200 in order to meet the demand for programming in the next two years and establish a countywide registry list of qualified infant and toddler teaching staff to be held at First 5 Santa Barbara County for current and future employment opportunities.
- B. Produce and publish one countywide, aggregate report on the status of childcare facilities in Santa Barbara County by region (Santa Barbara, Santa Maria, Goleta, Lompoc, Orcutt, Buellton, Carpinteria, and Guadalupe).
- C. Produce and publish one ***County of Santa Barbara Childcare Facilities Master Plan.***
- D. Create and establish one formalized, technical assistance program through the Santa Barbara Foundation and its subcontractors that will serve as support for facility grant applications, help in securing lease or purchase agreements for operators, provide facility design recommendations, and help in navigating the planning and development system.
- E. Create and establish one countywide childcare business support program through the Santa Barbara Foundation and its subcontractors, to support owners and directors of private childcare programs in business sustainability best practices.
- F. Facilitate the creation of 250 new, licensed infant and toddler private or public childcare spaces in Santa Barbara County over the 22-23, 23-24, and 24-25 fiscal years.
- G. Co-Create a system of childcare sector support with the United Way of Santa Barbara County, Inc. and First 5 Santa Barbara County to coordinate efforts and communicate

to each other's progress on their respective efforts and to avoid duplication of efforts for childcare expansion in Santa Barbara County.

4. **SERVICES.** Subrecipient shall provide the following services:

A. **Workforce Pathway and Skill Development**

1. By June 30, 2023, distribute a survey to existing early childhood educators to determine the total number of educators with the required infant/toddler qualifications.
2. By June 30, 2023, develop and implement a community outreach campaign about the available funding for new and existing childcare educators wishing to obtain infant/toddler education units.
3. By June 30, 2023, train ten (10) Early Childhood Coaches and Professional Growth Advisors about available funding and resources available.
4. By September 30, 2023, facilitate a minimum of four collaboration meetings with local colleges to share information on support services for Early Childhood Education students seeking infant/toddler qualifications in Santa Barbara County.
5. By September 30, 2023, design and begin enrollment and implementation of a formal support program for Early Childhood Education students seeking infant/toddler qualifications in Santa Barbara County.
6. By December 31, 2023, enroll a minimum of 25 students into the formal support program.
7. By June 30, 2024, enroll a minimum of twenty-five (25) students into the formal support program.
8. By December 31, 2024, enroll a minimum of twenty-five (25) students into the formal support program.
9. By May 31, 2025, enroll a minimum of twenty-five (25) students into the formal support program.
10. By June 30, 2025, create a formal list of 200 qualified Early Childhood providers within Santa Barbara County with infant/toddler required units.

B. **Infant and Toddler Facility Planning and Technical Assistance**

1. By September 30, 2023, establish contact and an ongoing meeting schedule with the County of Santa Barbara Planning and Development Department and Municipal Planning and Development Departments to discuss challenges with navigating applications for permits, zoning, and additional jurisdiction barriers for childcare providers.
2. By December 31, 2023, conduct a countywide childcare facilities development needs assessment and asset map by region.
3. By June 30, 2024, publish a recommendation report for an improved process of Planning and Development departments allowing for fast-tracking approvals for new and existing childcare facilities.
4. By December 31, 2024, present a draft **County of Santa Barbara Childcare Facilities Master Plan** for county department and Board of Supervisors input.

5. By May 31, 2025, present a final version of the **County of Santa Barbara Childcare Facilities Master Plan** for Board of Supervisor approval and adoption.

**C. Childcare Expansion Grant Program**

1. By September 30, 2023, identify and begin to support at least three (3) existing licensed center-based childcare providers in Santa Barbara County who will expand their licenses to include additional infant/toddler childcare spaces.
2. By January 31, 2024, establish the grant program for start-up costs and disseminate funds as appropriate and available.
3. By April 30, 2024, identify an additional three (3) new or existing, center-based childcare providers for new or expanded infant/toddler childcare spaces within Santa Barbara County.
4. By September 30, 2024, identify an additional three (3) new or existing, center-based childcare providers for new or expanded infant/toddler childcare spaces within Santa Barbara County.
5. By June 30, 2025, successfully create 250 new, licensed infant-toddler childcare spaces within the County of Santa Barbara.

**D. Business Training and Technical Support**

1. By September 30, 2023, establish a database to track expansion and facility projects, county-wide data, and results.
2. By February 28, 2024, identify the number of childcare providers served by Children's Resource and Referral that will be supported through technical assistance on business planning best practices.
3. By September 30, 2023, design and produce an outline of the **Children's Resource and Referral Childcare Business Training and Technical Support Program** to coach owners/directors of local childcare providers on business planning best practices.
4. By June 30, 2024, complete enrollment of the first cohort of childcare providers participating in the **Children's Resource and Referral Childcare Business Training and Technical Support Program**.
5. By September 30, 2024, complete the first cohort of enrolled childcare providers in the **Children's Resource and Referral Childcare Business Training and Technical Support Program**.
6. By September 30, 2024, complete enrollment of the second cohort of childcare providers participating in the **Children's Resource and Referral Childcare Business Training and Technical Support Program**.
7. By March 31, 2025, complete the second cohort of enrolled childcare providers in the **Children's Resource and Referral Childcare Business Training and Technical Support Program**.
8. Beginning January 30, 2024, and every quarter thereafter, until June 30, 2025, report on the unduplicated number of childcare businesses receiving technical assistance on business planning to contribute to childcare sector sustainability.

**E. Co-Creation of a System of Childcare Sector Support with United Way of Santa Barbara, Inc. and First 5 Santa Barbara County**

1. By June 30, 2023, agree upon a tri-annual collaboration meeting with United Way of Santa Barbara, Inc. and First 5 Santa Barbara County to share progress of efforts and ensure non-duplication of effort.
  2. Upon the request of the County of Santa Barbara Board of Supervisors and at the scheduling of the County Executive Office, present to the Board of Supervisors progress of efforts to date on an annual basis.
5. **REPORTS.** Subrecipient shall submit reports in a timely fashion and in accordance with funding agency requirements. Subrecipient shall submit quarterly and annual reports in a format prescribed by First 5 Santa Barbara County.
- A. Subrecipient shall gather and provide evaluation data quarterly by the 30<sup>th</sup> of the preceding month.
  - B. **Additional Reports.** Subrecipient shall prepare additional reports as requested by County concerning Subrecipient's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Subrecipient to respond.

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Quarterly Invoicing)

This Agreement is a cost-reimbursement contract. This allows the County to disburse funds for eligible incurred costs to the extent prescribed by the Agreement. The County will only reimburse costs that are documented and eligible under the Agreement. County designated representative or its designee will assess performance and cost documentation prior to reimbursement.

- A. For SUBRECIPIENT services to be rendered under this Agreement, SUBRECIPIENT shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,125,000. There will be no payment for services performed or expenditures made prior to the full execution of this Agreement.
- B. Payment for services and/or reimbursement of costs shall be made upon SUBRECIPIENT's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** (Statement of Work) as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **ATTACHMENT B-1** (Schedule of Quarterly Invoicing). Indirect cost is not allowed on equipment purchases. Invoices submitted for payment that are based upon **ATTACHMENT B-1** (Schedule of Quarterly Invoicing) must contain sufficient detail to enable an audit of the charges and include supporting documentation if so specified in **EXHIBIT A** (Statement of Work).
- C. **Invoicing. Beginning June 30, 2023 and then Quarterly thereafter**, SUBRECIPIENT shall submit to the COUNTY DESIGNATED REPRESENTATIVE or designee an invoice for the services performed and/or reimbursement of costs over the period specified and following the recommended Schedule of Quarterly Invoicing in **ATTACHMENT B-1** (Schedule of Quarterly Invoicing). These invoices or certified claims must cite the assigned Contract Number. COUNTY DESIGNATED REPRESENTATIVE or designee shall evaluate the quality of the service performed and cost documentation and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from SUBRECIPIENT. SUBRECIPIENT will maintain adequate records to substantiate invoices for reimbursement. In cases where the contract includes one or more Subrecipients, SUBRECIPIENT is responsible for the accuracy of SUBRECIPIENT claims and verification of support documentation submitted in SUBRECIPIENT'S invoice.
- D. COUNTY'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY'S right to require SUBRECIPIENT to correct such work or billings or seek any other legal remedy.
- E. Budget revision requests must be communicated to and approved by the COUNTY DESIGNATED REPRESENTATIVE or designee prior to being executed. Budget revisions approved by the COUNTY DESIGNATED REPRESENTATIVE or designee shall be incorporated in and become part of this Agreement.



F. Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in **ATTACHMENT B-1** (Schedule of Quarterly Invoicing) of this Agreement.

G. OTHER FINANCIAL REQUIREMENTS:

Delivery of Service Commitment

SUBRECIPIENT is expected to deliver the level of services as specified on the attached **ATTACHMENT B-1** (Schedule of Quarterly Invoicing). SUBRECIPIENT understands and acknowledges that the failure to timely expend funds during the term of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

Fiscal Records

SUBRECIPIENT shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the SUBRECIPIENT's performance of the Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. SUBRECIPIENT shall keep such records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of SUBRECIPIENT's profession and as required by law and shall maintain such records for the greater of four (4) years following the termination of this Agreement or as otherwise stated by law and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during SUBRECIPIENT's regular business hours upon reasonable notice.

Inspection of Records

Make sure books, records, documents and other evidence is available to the COUNTY, or its Designated Representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

Submission of Financial Statements

SUBRECIPIENT shall submit an annual independently audited financial statement to the COUNTY within 120 days of SUBRECIPIENT'S fiscal year-end unless an annual waiver of this requirement is received in writing from the County of Santa Barbara Auditor-Controller's office prior to the end of the fiscal year in question.

**ATTACHMENT B-1  
SCHEDULE OF QUARTERLY INVOICING**

**Title: Build Up Santa Barbara**

Beginning: May 2, 2023  
Ending: June 30, 2025

Agency: Santa Barbara Foundation

Fiscal Contact Name: Jackie Carrera  
Fiscal Contact E-mail: [JCarrera@SBFoundation.org](mailto:JCarrera@SBFoundation.org)  
Fiscal Contact Phone Number#: 805-963-1873

**Project Budget Amount: \$1,125,000 (Fiscal Years 22-23, 23-24, and 24-25).**

Expense Categories

Salaries & Benefits: **\$139,296**

Services & Supplies/Sub Subrecipients: **\$973,106**

Indirect: **\$12,598**

**Project TOTAL: \$1,125,000**

**TOTAL AMOUNT OF AGREEMENT NOT TO EXCEED: \$1,125,000**

**Budget Justification**

**Project Budget Narrative**

A. Personnel: Internal Santa Barbara Foundation staff for project management.

B. Services & Supplies/Subcontracts: Grants for start-up and expansion, consultants, and supplies.

C. Indirect Costs (Note: indirect cost is not allowed on equipment): **NOT TO EXCEED 15%** of the Project Total.

**Quarterly Invoicing Schedule**

<u>Time Frame</u>	<u>Invoice Date</u>
July – September	October 31
October – December	January 31
January – March	April 30
April – June	July 15

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**EXHIBIT C**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
(For Professional Contracts 2022 03 02)

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(Specific to this Agreement)

INDEMNIFICATION

SUBRECIPIENT 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. SUBRECIPIENT'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

SUBRECIPIENT 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

SUBRECIPIENT 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 SUBRECIPIENT, its agents, representatives, employees or Subrecipients.

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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SUBRECIPIENT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if SUBRECIPIENT provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the SUBRECIPIENT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the SUBRECIPIENT maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the SUBRECIPIENT. 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 SUBRECIPIENT 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 SUBRECIPIENT'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the SUBRECIPIENT'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the SUBRECIPIENT'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** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the SUBRECIPIENT 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** – SUBRECIPIENT 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 SUBRECIPIENT'S obligation to provide them. The SUBRECIPIENT 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. **Subrecipients** – SUBRECIPIENT shall require and verify that all Subrecipient s maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subrecipients.
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 SUBRECIPIENT 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. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

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

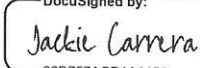
**EXHIBIT D  
CERTIFICATION REGARDING LOBBYING**

**ATTACHMENT 1  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

<u>Santa Barbara Foundation</u> Name of SUBRECIPIENT  <hr/> Agreement Number 4/14/2023   5:10 PM PDT <hr/> Date	<u>Jackie Carrera</u> Printed Name of Authorized Official <small>DocuSigned by:</small>  <small>86D75ZACD1A1461</small> Signature of Authorized Official  <u>President &amp; CEO</u> Title
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After execution by or on behalf of SUBRECIPIENT, please return to:

Wendy Sims-Moten  
First 5 Santa Barbara County  
5385 Hollister Ave, Bldg. 10  
Santa Barbara, CA 93103

COUNTY reserves the right to notify SUBRECIPIENT in writing of an alternate submission address.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503



### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved  
by OMB 0348-  
0046

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan guarantee</p> <p><input type="checkbox"/> f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. Post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial filing</p> <p><input type="checkbox"/> b. Material change</p> <p style="text-align: center;">For Material Change Only:</p> <p style="text-align: right;">Year _____ Quarter _____</p> <p style="text-align: right;">Date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subwardee</p> <p style="text-align: center;">Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subwardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: center;">CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if</p>		
<p>11. Amount of Payment (check all that apply):</p> <p style="text-align: center;">\$ _____ <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-time fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-kind; specify nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>DocuSigned by:</p> <p style="text-align: center;"><i>Jackie Carrera</i></p> <p>Signature: _____</p> <p>Print Name: <u>Jackie Carrera</u></p> <p>Title: <u>President &amp; CEO</u></p> <p>Telephone No.: <u>805-963-1873</u></p> <p>Date: <u>4/14/2023   5:10 PM PDT</u></p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form – LLL</p>

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**EXHIBIT E**  
**SPECIAL PROVISIONS:**  
**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**  
**REQUIREMENTS**

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1. **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS.** This Agreement is a subrecipient agreement. Sections 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 et seq.) authorizes the United States Department of the Treasury (Treasury) to make payments to certain recipients, including cities and counties, from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF). SANTA BARBARA FOUNDATION. is a subrecipient of SLFRF funds through this Agreement, and this Agreement is a subaward of SLFRF funds. SUBRECIPIENT agrees, as a condition of receiving SLFRF funds, to the terms below.
  - A. **GENERAL COMPLIANCE.** SUBRECIPIENT agrees to comply with the requirements of SLFRF including, but not limited to, Sections 602(b)(2) and 603(b) of the Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021); the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions, the grant agreement awarding funds to COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF now and as they may be amended from time to time. SUBRECIPIENT agrees that, in the event of any inconsistency between the ARPA SLFRF provisions in this Exhibit E and any other provision in this Agreement, the ARPA SLFRF provisions in this Exhibit E shall prevail.
  - B. **USE OF FUNDS.**
    1. SUBRECIPIENT understands and agrees the funds disbursed under this subaward may only be used in compliance with Section 603(c) of the Act and Treasury's regulations implementing that section and guidance.
    2. SUBRECIPIENT will determine prior to engaging in any project using this assistance it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
  - C. **REPORTING.**
    1. SUBRECIPIENT agrees to provide COUNTY with information needed by COUNTY to comply with any reporting obligations established by Treasury, as they relate to this subaward. For example, SUBRECIPIENT must complete financial, performance, and compliance reporting to COUNTY to enable COUNTY to meet its quarterly project and expenditure requirements as required and outlined in Part 2 of the Treasury's Compliance and Reporting Guidance for the SLFRF program (Guidance). Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definitions pursuant to Title 2 of the Code of Federal Regulations (C.F.R.)

Section 200.1. SUBRECIPIENT must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, SUBRECIPIENT must establish controls to ensure completion and timely submission of all mandatory and/or compliance reporting. See Part 2 of the Guidance for a full overview of subrecipient reporting responsibilities.

D. MAINTENANCE OF AND ACCESS TO RECORDS.

1. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and Guidance regarding the eligible uses of funds.
2. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
3. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

E. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. Section 200.458, may not be paid with funding from this subaward.

F. ADMINISTRATIVE COSTS. SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs.

G. CONFLICT OF INTEREST. SUBRECIPIENT agrees to and does maintain a conflict-of-interest policy consistent with 2 C.F.R. Section 200.318(c) including, but not limited to:

1. Maintaining a written code or standards of conduct that shall govern the actions of its officers, employees, and agents engaged in the selection, award, and administration of contracts supported by federal funds.
2. No officer, employee, or agent of SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by federal funds if that officer, employee, or agent has a real or apparent conflict of interest.
3. In accordance with 2 C.F.R. Section 200.112, SUBRECIPIENT will promptly disclose in writing any potential conflict of interest affecting this subaward to COUNTY.

H. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

1. SUBRECIPIENT agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this subaward.
2. Federal regulations applicable to this subaward include, without limitation, the following:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward;
  - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, is hereby incorporated by reference;
  - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
  - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;
  - e. Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
  - f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
  - g. New Restrictions on Lobbying, 31 C.F.R. Part 21;
  - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations;
  - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this subaward include, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
  - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
  - e. Title II of the Americans with Disabilities Act of 1990, as amended (42

U.S.C. § 12010 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- I. REMEDIAL ACTIONS. In the event of SUBRECIPIENT's noncompliance with Section 603 of the Act; other applicable laws; Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. Section 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.
- J. HATCH ACT. SUBRECIPIENT agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- K. FALSE STATEMENTS. SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- L. PUBLICATIONS. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury."
- M. DEBTS OWED THE FEDERAL GOVERNMENT.
  1. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.
  2. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment unless other satisfactory arrangements have been made or if SUBRECIPIENT knowingly or improperly retains funds that are a debt described in subsection "1" above. Treasury will take any actions available to it to collect such a debt.
- N. DISCLAIMER.
  1. The United States expressly disclaims any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or

any contract or subcontract under this award.

2. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

**O. PROTECTIONS FOR WHISTLEBLOWERS.**

1. In accordance with 41 U.S.C. Section 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in subsection "1" above includes the following:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for contract or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of SUBRECIPIENT, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section in the predominant native language of the workforce.

**P. INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**Q. REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

**2. OTHER FEDERAL REQUIREMENTS AND CONDITIONS.**

- A. **TABLE 1: FEDERAL AWARD INFORMATION: COUNTY.** The following Federal Award Information is provided in accordance with 2 C.F.R. § 200.332.

Table 1: Federal Award Identification County		
1	Subrecipient Name	Santa Barbara Foundation
2	Subrecipient's Unique Entity Number (DUNS; UEI Number)	HPSHHHWJZFN4
3	Federal Award Identification Number (FAIN)	SLFRP5502
4	Federal Award Date	September, 2021
5	Subaward Period of Performance & Budget Period—Start Date	May 2, 2023
6	Subaward Period of Performance & Budget Period—End Date	June 30, 2025
7	Amount of Federal Funds Obligated by this Action by Pass-Through to Subrecipient	\$1,125,000
8	Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Including Current Financial Obligation	\$1,125,000
9	Total Amount of Federal Award Committed to Subrecipient by Pass-Through Entity	\$1,125,000
10	Federal Award Project Description	Childcare Sector Pandemic Recovery
11	Federal Awarding Agency	Department of the Treasury
12	Pass-Through Entity	County of Santa Barbara
13	Contact Information for Awarding Official of Pass-Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
14	Assistance Listings Number	N/A
15	Assistance Listings Title	N/A
16	Is Award for Research and Development?	No
17	Indirect Cost Rate for Award	NTE 15%
18	Requirements Imposed by Pass-Through Entity	See Exhibit E ( <i>Special Provisions: SLFRF Requirements</i> ) of this Agreement, Section 1 ( <i>Coronavirus State and Local Fiscal Recovery Funds Requirements</i> )

19	Additional Requirements—Financial and Performance Reports	See Exhibit E ( <i>Special Provisions: SLFRF Requirements</i> ) of this Agreement, Section 1 ( <i>Coronavirus Local Fiscal Recovery Fund Requirements</i> ) including subsection C ( <i>Reporting</i> )
20	Access to Subrecipient Records and Financial Statements	See Exhibit E ( <i>Special Provisions: SLFRF Requirements</i> ) of this Agreement, Section 1 ( <i>Coronavirus Local Fiscal Recovery Fund Requirements</i> ) including subsection D ( <i>Maintenance of and Access to Records</i> ).
21	Closeout Terms and Conditions	See Exhibit E ( <i>Special Provisions: SLFRF Requirements</i> ), Section 2 ( <i>Other Federal Requirements and Conditions</i> ), subsection C.1 ( <i>Closeout</i> ).

## B. ADMINISTRATIVE REQUIREMENTS.

### 1. **Financial Management.**

- a. Accounting Standards. SUBRECIPIENT agrees to comply with the uniform administrative requirements referenced herein including, but not limited to, 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.
- b. Cost Principles. SUBRECIPIENT agrees to comply with applicable cost principles, which principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- c. Indirect Costs. If indirect costs are charged, SUBRECIPIENT shall provide COUNTY with proof of a certification of indirect costs that is in compliance with 2 C.F.R. Part 200, Subpart E, "Cost Principles," and appendices V and VII for State, Local and Indian Tribal Governments.
- d. Program Income. If program income is earned, the use of program income by SUBRECIPIENT shall comply with SLFRF program requirements. Taxes, special assessments, levies, fines, and other such revenues raised by SUBRECIPIENT are not program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income. (2 C.F.R. § 200.307(c).) Additionally, upon expiration of this Agreement, SUBRECIPIENT shall return to COUNTY all SLFRF program income in accordance with the Closeout provision in the Agreement below (Section 2, subsection C.1). The reversion of any project-related assets shall comply with 2 C.F.R. Part 200 as applicable.
- e. Procurement. SUBRECIPIENT must have documented procurement procedures that conform to the procurement standards in 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit



Requirements for Federal Awards. SUBRECIPIENT must use such procurement procedures for any procurement using SLFRF funds or payments under procurement contracts using such funds.

f. Administrative Requirements.

- i. SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in Section 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) regulations adopted thereunder, the Grantmaking Agreement awarding funds to COUNTY, and all other applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the SLFRF program now and as they may be amended from time to time; and 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.
- ii. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this Agreement and Exhibit B and E-1(s). The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement.

C. ADDITIONAL DOCUMENTATION AND RECORD KEEPING REQUIREMENTS.

1. **Closeout.** SUBRECIPIENT agrees to comply with all grant closeout procedures set forth in the SLFRF program and all applicable requirements set forth in 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT's obligations to COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments and disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over SLFRF funds, including program income. Pursuant to the Guidance, any funds not obligated or expended for eligible uses by the timelines in the award must be returned to Treasury including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. Section 200.344(d). Thus, SUBRECIPIENT will return any unobligated or unexpended SLFRF funds, including program income, to COUNTY. For purposes of determining expenditure eligibility, Treasury's Interim Final Rule provides that "incurred" has the same meaning given to "financial obligation" in 2 CFR Section 200.1. SUBRECIPIENT shall comply with 2 CFR Section 200.344 as applicable.
2. **Audits and Inspections.**
  - a. All SUBRECIPIENT records with respect to any matters covered by this

Agreement shall be made available to COUNTY, the Department of Treasury and the Controller 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 SUBRECIPIENT within thirty (30) days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 C.F.R. 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 COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under this Agreement (Gov. Code, § 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, with each party responsible for its own costs.

- b. If Treasury or other federal agency demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments directly caused by SUBRECIPIENT. This provision shall survive the termination or expiration of this Agreement.
3. **Access to Records.** 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 COUNTY, Treasury 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 SLFRF program.

**D. PERSONNEL & PARTICIPANT CONDITIONS.**

1. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964.** As a condition of receipt of federal financial assistance from the Treasury, SUBRECIPIENT shall complete an Assurance of Compliance with Title VI of the Civil Rights Act of 1964 as set forth in Exhibit G.
  - a. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 of the Assurance of Compliance with Title VI of the Civil Rights Act of 1964 and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractors, subcontractors, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act*

*of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

2. **Employment Restrictions: Prohibited Activity.** SUBRECIPIENT is prohibited from using SLFRF 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.
3. **Monitoring.** SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance.
4. **Selection Process.** SUBRECIPIENT shall undertake to ensure 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. Upon request of COUNTY, executed copies of all contracts and subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process.
5. **Lobbying.** SUBRECIPIENT shall complete a Certification Regarding Lobbying as set forth in Exhibit D Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement.
  - a. 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. Code. 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.
  - b. SUBRECIPIENT agrees to require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.
  - c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
6. **Drug-Free Workplace.** 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 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 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 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. 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 each employee engaged in the performance of this Agreement 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 (5) calendar days after such conviction.
- e. SUBRECIPIENT will notify COUNTY in writing, within ten (10) 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 thirty (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.

7. **Mandatory Disclosures.** SUBRECIPIENT must disclose, in a timely manner, in writing to COUNTY all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. SUBRECIPIENT is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

- E. PROCUREMENT OF RECOVERED MATERIALS. SANTA BARBARA FOUNDATION and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- F. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

1. SANTA BARBARA FOUNDATION and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities

or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
5. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
6. See Public Law 115–232, section 889 for additional information.
7. See also § 200.471.

**G. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

1. As appropriate and to the extent consistent with law, SANTA BARBARA FOUNDATION should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
  - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**H. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.**

SANTA BARBARA FOUNDATION agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

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**EXHIBIT F**  
**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

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**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE  
CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, SANTA BARBARA FOUNDATION (SUBRECIPIENT) provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of federal land or property at below market value, federal training, a loan of federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT'S program(s) and activity(ies), so long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT'S programs, services, and activities.
3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury

has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.
5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT'S sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.
7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.



- 9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the SUBRECIPIENT's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

Santa Barbara Foundation.

Jackie Carrera

Name of SUBRECIPIENT

Printed Name of Authorized Official

DocuSigned by:

*Jackie Carrera*

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Agreement Number

Signature of Authorized Official

4/14/2023 | 5:10 PM PDT

CEO-President

Date

Title

After execution by or on behalf of SUBRECIPIENT, please return to:

Wendy Sims-Moten  
5385 Hollister Ave, Bldg. 10  
Santa Barbara, CA 93103

COUNTY reserves the right to notify SUBRECIPIENT in writing of an alternate submission address.