

**COMMUNITY DEVELOPMENT BLOCK GRANT
CAPITAL PROJECT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
SANTA YNEZ VALLEY SENIOR CITIZENS' FOUNDATION
FOR
BUELLTON SENIOR CENTER RENOVATION**

ASSISTANCE LISTING NUMBER 14.218 (Formerly referred to as CFDA Number)

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Santa Barbara ("COUNTY"), a political subdivision of the State of California, and Santa Ynez Valley Senior Citizens' Foundation, DBA SYV Community Outreach, a California nonprofit public benefit corporation ("SUBRECIPIENT"), whose address is 164 W Hwy 246, Buellton, CA 93427, and is made with reference to the following:

WHEREAS, the COUNTY has secured funding pursuant to the Community Development Block Grant program ("CDBG Funds") from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (42 U.S.C. §§ 5301 *et seq.*); and the regulations promulgated thereunder (24 CFR Part 570) ("Regulations"); and

WHEREAS, on May 2, 2023, the COUNTY Board of Supervisors approved the COUNTY's FY 2023-24 Action Plan for submission to HUD, which included the SUBRECIPIENT'S award of CDBG Funds to carry out facility upgrades, as more specifically described in the Statement of Work attached hereto as Exhibit A and incorporated herein by this reference ("Scope of Work"); and

WHEREAS, in accordance with the 2023-24 Action Plan, COUNTY is providing to SUBRECIPIENT a grant of CDBG Funds in an amount not to exceed One Hundred Eighty-Four Thousand, Eight Hundred Eighty-Five Dollars (\$184,885) ("COUNTY Grant") to be used by SUBRECIPIENT to carry out the Project as defined in the Scope of Work, and in accordance with the Budget attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, SUBRECIPIENT'S use of CDBG Funds to carry out the Project is an eligible use of such funds under 24 CFR Part 570 Subpart C; and

WHEREAS, SUBRECIPIENT represents that it has the skills, expertise, and all licenses and permits necessary to carry out the Project described in this Agreement; and

WHEREAS, the SUBRECIPIENT is receiving a federal subaward as identified in Exhibit I, attached hereto and incorporated herein by this reference, in accordance with 2 CFR 200.331(a).

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

I. SCOPE OF WORK

A. General

All work stated and set out in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference (“Services”) shall be performed at 140 West Highway 246, Buellton, CA 93427. SUBRECIPIENT’s Chief Executive Officer, Pamela Gnekow, shall ensure that the background and qualifications of the SUBRECIPIENT’s staff, contractors and subcontractors performing the Services and carrying out the Project are appropriate, and that they are each competent to perform the Services, and are all duly licensed to the extent required by Applicable Law (defined below).

B. Scope of Work

The SUBRECIPIENT shall be responsible for providing the Services set forth in Exhibit A to this Agreement in a manner satisfactory to the COUNTY and consistent with all applicable federal, state, and local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines (collectively, “Applicable Law”), including, but not limited to, all federal requirements and standards required as a condition of receiving these CDBG Funds. SUBRECIPIENT agrees that it will not begin work, including, but not limited to, soliciting project bids or engaging site studies, before COUNTY has issued to SUBRECIPIENT a written Notice to Proceed for the Project.

C. Eligible Costs

Only costs incurred to carry out the Project are eligible for reimbursement and are included in the Budget attached hereto and incorporated as Exhibit B (“Budget”). The Budget and the maximum aggregate amount of payments to SUBRECIPIENT hereunder shall not exceed \$184,885 (“Maximum Contract Amount”). All of the work stated and set out in the Scope of Work shall be performed by SUBRECIPIENT or under SUBRECIPIENT’s supervision. SUBRECIPIENT represents that it possesses, and that its contractors and subcontractors shall possess, the professional and technical skills required to perform the work stated and set out in the Scope of Work. SUBRECIPIENT and its contractors and subcontractors shall perform all Services in a professional and competent manner, and with the reasonable and customary level of care provided by practitioners of such party’s profession performing such work in the State of California.

All Services stated and set out in the Scope of Work shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that the Services to be performed shall conform to the requirements of this Agreement, all Applicable Law, and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect at all times during the Term (defined below), at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are required under Applicable Law to practice their respective professions and to perform the Services.

D. Performance Monitoring

The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards set forth in the Scope of Work (Exhibit A). SUBRECIPIENT’s substandard performance as determined by the COUNTY shall constitute SUBRECIPIENT’s

noncompliance with this Agreement. If action satisfactory to COUNTY to correct such substandard performance is not taken by the SUBRECIPIENT within seven (7) days after being notified by the COUNTY, the COUNTY may initiate suspension or termination of this Agreement.

E. Changes

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement duly executed by both COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by the duly authorized representatives of each party hereto. Such amendments shall not invalidate any parts of this Agreement that are not changed by such amendment, nor relieve or release either of COUNTY or SUBRECIPIENT from such party's respective obligations under this Agreement that are not changed by the amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with Applicable Law and available funding amounts.

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

1. Changes to the Budget attached hereto as Exhibit B, provided that (i) such changes shall be limited to revisions to the amounts in each Budget line item, (ii) provided that the Maximum Contract Amount is not increased; and (iii) the Budget as amended shall only reflect expenditures that are eligible pursuant to 24 CFR part 570. In no event shall an amendment be made pursuant to this subsection I.E.1 that will result in any change to the Scope of Work attached hereto as Exhibit A.
2. Administrative changes to the Agreement that are necessary in order to conform with Applicable Law or available funding amounts.
3. Changes extending the length of the Term as described in Section II, below, up to a maximum of 6 months. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the amount of the COUNTY Grant and the Maximum Contract Amount as set forth in Section VI.F. Any change made to the length of the Term pursuant to this Section shall not alter or waive the County's rights under this Agreement, including but not limited to the County's right to terminate this Agreement as set forth in this Agreement, including, but not limited to, in Section VI.F, below.

F. COUNTY Recognition

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

II. TERM

The term of this Agreement (“Term”) shall begin on the Effective Date, and shall end on June 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement, or in the event that there are insufficient CDBG Funds available for the COUNTY to provide to SUBRECIPIENT for any reason.

A. Time of Performance

All Services to be performed hereunder shall be completed, and all eligible expenses as authorized in the Budget incurred, and all requests for reimbursement therefore submitted by SUBRECIPIENT in accordance with the provisions of this Agreement, by the expiration of the Term. However, SUBRECIPIENT’s obligations to complete the Scope of Work shall survive the expiration of the Term of this Agreement.

B. Reversion of Assets

Upon the expiration of the Term of this Agreement, the SUBRECIPIENT shall transfer to the COUNTY all CDBG funds it has on hand at the time of expiration, and all accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT’S control that was acquired or improved in whole or in part with CDBG Funds in excess of \$25,000 (“Property”) shall either be either:

1. Used to meet one of the national objectives in 24 CFR 570.208 (formerly 24 CFR 570.901) until the date that is five years after expiration of the Term of this Agreement, or for such longer period of time as determined to be appropriate by COUNTY. Any change in use to meet one of the aforementioned national objectives shall first be approved in writing by the COUNTY’s Community Services Department, Housing and Community Development Division (“HCD”); or
2. Not used in accordance with Section II.B.1, above, in which event the SUBRECIPIENT shall pay to the COUNTY an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the Property. The payment is program income to the COUNTY.
 - a. To determine the current market value of the Property, the SUBRECIPIENT shall obtain a real estate appraisal of the Property, performed by a California licensed real estate appraiser. Such appraiser must be approved by the COUNTY. An alternate method of valuation may be used by mutual written consent of the COUNTY and SUBRECIPIENT.

- b. The COUNTY will determine the amount due to the COUNTY in accordance with Section II. B.2.

III. **BUDGET**

The Budget provided by SUBRECIPIENT to COUNTY for the performance of the Services is attached hereto as Exhibit B and incorporated herein by reference. COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide supplementary budget information within one (1) week of COUNTY'S request for a more detailed budget breakdown, in the form and content prescribed by COUNTY. Any and all amendments to the Budget must be approved in accordance with Section I.E, above.

SUBRECIPIENT represents that the Budget includes only costs allowable under the CDBG Program pursuant to the HCD Act and the Regulations, including, but not limited to, 24 CFR § 570.502, which includes requirements for compliance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all Subparts and Appendices, as applicable. The Budget shall set forth all costs in sufficient detail to provide a sound basis for the COUNTY to effectively monitor SUBRECIPIENT'S performance under this Agreement.

IV. **PAYMENT**

The total amount to be paid by the COUNTY under this Agreement shall not exceed the Total Agreement Amount set forth in Exhibit B. Drawdowns for the payment of eligible expenses shall be made in accordance with the Budget line items. Upon receipt by COUNTY of an acceptable *Expenditure Summary and Payment Request* ("ESPR"), provided by SUBRECIPIENT in the format attached hereto as Exhibit C, which may be delivered via electronic submission using a web-based reporting system, together with proper support documentation for the Services described in Section I.A. and B., and performance data required in Section VII.C. of this Agreement, COUNTY shall review the ESPR and, when approved, make payment. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

COUNTY has no obligation to provide CDBG Funds under this Agreement if for any reason there is insufficient funding available from HUD to pass through to SUBRECIPIENT, or if this Agreement is terminated or suspended.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), overnight commercial courier, or personal delivery. Notices may be delivered to a party hereto by facsimile or email if a facsimile number or email address, as applicable, is set forth for such party below, provided that such delivery is followed by delivery via U.S. Mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice sent in compliance with this Section V shall be deemed effective (i) if via personal delivery, facsimile or email, as of the date of sending, (ii) if via overnight courier, the next business day, and (iii) if via U.S. Mail, as of the date that is three (3) business days after sending. All notices and other written communications to a party

hereto under this Agreement shall be addressed to such party as indicated below, unless otherwise modified by subsequent written notice delivered by such party in accordance with this Section V.

COUNTY

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

SUBRECIPIENT

Santa Ynez Valley Senior Citizens' Foundation
ATTN: Pam Gnekow, CEO
PO Box 1946
Buellton, CA 93427
Phone: (805) 688-4751

VI. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with the requirements of the Regulations at 24 CFR Part 570, including subpart K, except that (1) the SUBRECIPIENT does not assume the COUNTY's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. In addition, SUBRECIPIENT agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit D and in 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT agrees to comply with 24 CFR 570.609, the suspension and debarment rules, and 24 CFR 570.614, the Architectural Barriers Act of 1968. SUBRECIPIENT also agrees to comply with the terms of HUD's award to COUNTY, including the grant agreement, assurances in any applications, notices of awards, all Applicable Law, and all other rules, guidelines, directives, circulars, bulletins, notices and policies governing the CDBG Funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of the SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether the COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such Applicable Law or other rules, guidelines, directives, circulars, bulletins, notices and policies governing the CDBG Funds provided under this Agreement, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. The SUBRECIPIENT further agrees to utilize CDBG Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. National Environmental Policy Act (NEPA) Compliance

The COUNTY will identify the need for and will complete any appropriate environmental compliance related requirements, including NEPA (40 CFR 1500-1508 and 24 CFR Part 58), pertinent to SUBRECIPIENT's Project. Environmental and other associated compliance shall be completed prior to the start of this Project. As such, notwithstanding any other provision of this Agreement, COUNTY shall not provide any funds to SUBRECIPIENT pursuant to this Agreement, and SUBRECIPIENT shall not begin implementation of the assisted activity described in this Agreement, or otherwise have any claim to the funds described in this Agreement, until COUNTY provides written notice to the SUBRECIPIENT that all applicable environmental and regulatory compliance analyses and clearances have been completed,

and that SUBRECIPIENT may begin implementation of this Project. The parties hereto further agree that the provision of any funds to the Project is conditioned on the County's determination to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review.

If SUBRECIPIENT begins project activities that require environmental and other regulatory compliance approval prior to receipt of written notice from COUNTY that all such clearances have been obtained, then COUNTY reserves the right to unilaterally terminate this agreement for cause.

C. Independent Contractor

Nothing contained in this Agreement is intended to create or establish, or shall be construed in any manner as creating or establishing, the relationship of employer/employee between COUNTY and SUBRECIPIENT. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT'S behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes, plus all interest and penalties, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation Insurance. In addition, SUBRECIPIENT understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

D. Insurance and Indemnification

The SUBRECIPIENT shall comply with all insurance and indemnification provisions set forth in Exhibit E "Indemnification and Insurance Requirements," attached hereto and incorporated herein ("Indemnification and Insurance Requirements").

E. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in the Indemnification and Insurance Requirements.

F. Suspension or Termination

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

- Failure to comply with any of the Applicable Laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;

- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of CDBG Funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 200, this Agreement may be terminated for convenience by COUNTY in which case COUNTY shall specify the termination conditions, including the effective termination date and, in the case of partial termination, the portions to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payment in the Term covered by this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or 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 COUNTY's provision of notice, SUBRECIPIENT shall immediately discontinue all Services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance hereunder. The date of termination shall be the date such notice is provided by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.

4. If HUD demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, notices of awards, any applicable term of this Agreement, or any Applicable Law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of all such disallowed payments. This Section VI shall survive the termination or expiration of this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

3. Program Income

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

4. Indirect Costs

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

5. Procurement

a. **Compliance**

The SUBRECIPIENT shall comply with all COUNTY policies concerning the purchase of equipment, and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided hereunder. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement. The SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **Federal Requirements**

Unless excepted under 24 CFR 570, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, Subpart D shall apply.

6. Travel

The SUBRECIPIENT shall not travel outside the County of Santa Barbara with or using funds provided hereunder without the COUNTY's prior written consent in each instance.

7. Administrative Requirements

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

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

2. Retention

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

3. Ownership of Documents

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

4. Disclosure

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

5. Close-outs

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

Notwithstanding anything in this Agreement to the contrary, this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG Funds, including program income.

6. Audits & Inspections

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

As this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in all audits and reviews, whether by COUNTY, State, HUD, or Controller General, 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 or as specified by COUNTY in the notification.

7. Access to Records

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

C. Reports

SUBRECIPIENT shall provide HCD with a monthly Project Status and Completion Report ("Report") in the form attached hereto as Exhibit F and incorporated herein by this reference. Upon completion of the Scope of Work, SUBRECIPIENT shall complete and submit Section III of the Report documenting an unduplicated count of persons benefiting from the completion of

the Scope of Work. The Report shall contain, without limitation, the household income level, and race and ethnicity of each client assisted as a result of the completion of the Scope of Work, and other data as may be requested by HCD. Annually thereafter, for a period of five (5) years, SUBRECIPIENT shall complete Section IV of the Report and submit the Report to HCD by June 30 of each year. If SUBRECIPIENT fails to complete and submit any required Report(s), COUNTY may withhold CDBG Funds until the required written Report(s) are received.

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

The SUBRECIPIENT shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), (42 U.S.C., §§ 4601 *et seq.*) and all implementing regulations, including, but not limited to, those set forth in Title 24 CFR Part 42, 49 CFR Part 24, and 24 CFR 570.606, all as may be amended. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2), i.e., persons that are displaced as a direct result of demolition, renovation, major rehabilitation or acquisition for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SUBRECIPIENT shall comply with Santa Barbara County Code, Chapter 2 Administration, Article XIII “Unlawful Discrimination, County Contracts” and with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 *et seq.*), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 701 *et seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 *et seq.*), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

The SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY’s Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT shall comply with said Ordinance.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*) (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance

provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. Section 504

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

5. Relocation Requirements

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (42 U.S.C., §§ 4601 *et seq.*, and all implementing regulations, including, but not limited to, those set forth in Title 24 CFR Part 42 and 49 CFR Part 24, all as may be amended). The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2), i.e., persons that are displaced as a direct result of demolition, renovation, major rehabilitation or acquisition for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

6. Program Income

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

B. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1965. The SUBRECIPIENT shall submit to COUNTY a plan for an Affirmative Action program prior to SUBRECIPIENT's receipt of funds. COUNTY's acceptance of SUBRECIPIENT's Affirmative Action Program shall not be deemed to be or construed as SUBRECIPIENT's compliance with Executive Order 11246 or any other

applicable Federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

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

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

3. Access to Records

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity and Affirmative Action employer.

6. Contract and Subcontract Provisions

The SUBRECIPIENT shall include the provisions of Sections IX.A, Civil Rights, and IX.B, Affirmative Action, in every contract or subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors and subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using CDBG Funds provided herein or personnel employed in the provision of the activities set out in the Scope of Work under this

Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. The SUBRECIPIENT agrees to comply with the Federal Labor Standards Provisions attached hereto and incorporated herein as Exhibit H.

2. "Section 3" Clause

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. SUBRECIPIENT agrees to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by its execution of this Agreement, SUBRECIPIENT certifies that it is under no contractual or other impediment that would prevent it from complying with the 24 CFR Part 135 regulations.
- c. SUBRECIPIENT agrees, and shall cause its contractors and subcontractors, to send to each labor organization or representative of workers with which the SUBRECIPIENT or contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's or contractor's commitments under this section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. SUBRECIPIENT agrees, and shall cause its contractors and subcontractors to agree, accept and implement regulatory requirements of 24 CFR Part 75 under this section 3 clause, and shall conduct its business practices in a manner that provides records and reports consistent with HUD section 3 reporting and compliance under covered contracts. This may include, but is not limited to: 1) certifications, records and documentation confirming contractor and business qualification as a Section 3 Business Concern, if applicable; 2) certifications, records and documentation confirming workers' qualification and status as a Section 3 and/or Targeted Section 3 Worker; if applicable; c) certified payroll records, reports and documentation reflecting time and hours for all labor performed on section 3 covered contracts, including hours for certified Section 3 and Targeted Section 3 workers, if and as applicable; and d) any such additional records, documents and reports that COUNTY may request to confirm compliance with 24 CFR Part 135 requirements.

- e. The SUBRECIPIENT agrees, and shall cause its contractors and subcontractors, to include this section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 135. SUBRECIPIENT shall not contract with or permit its contractors to subcontract with any contractor or subcontractor where the SUBRECIPIENT has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- f. The SUBRECIPIENT shall certify, and cause its contractors and subcontractors to certify, that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- g. In the event that COUNTY or HUD determines that it is necessary to deploy qualitative efforts in accordance with 24 CFR Sections 75.15(b) and/or 75.25(b), SUBRECIPIENT agrees to work in good faith with COUNTY in order to implement such qualitative efforts. Such efforts may include the qualitative efforts outlined in COUNTY's Section 3 Plan, Policies and Procedures, as it may be revised or amended from time to time. COUNTY's Section 3 Plan, Policies and Procedures are available at HCD offices and provided electronically.
- h. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

3. Labor Standards Requirements

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

D. Conduct

1. Assignability; Transfer

The SUBRECIPIENT shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, any interest in this Agreement, or any of SUBRECIPIENT's rights of obligations hereunder without the prior written consent of the COUNTY thereto in each instance, and any attempt to so assign or transfer without such consent shall be null and void and without legal effect, and shall constitute grounds for immediate termination of this Agreement by COUNTY. The foregoing sentence of this Section IX.D.1. notwithstanding, claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that

SUBRECIPIENT notifies COUNTY in writing within two (2) business days of any such financial institution assignment.

2. Contracts and Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT shall monitor all contracted and subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to 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. Executed copies of all contracts and subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 *et seq.* or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2CFR 200.112, 2 CFR Part 200, and 24 CFR 570.611, which include (but are not limited to) the following:

a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a

decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

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

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraphs (a), (b), (c), and (d) of this certification in this Section IX.D.5 be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements) and that SUBRECIPIENT and all contractors and subcontractors shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

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

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

7. Religious Activities

The SUBRECIPIENT agrees that CDBG Funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 5.109, as referenced in 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. Conditions for Religious Organizations

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

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

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

9. Federal Contracts

The SUBRECIPIENT agrees that every person or entity that requests or receives a federal contract, grant, loan or cooperative agreement from or through a federal agency or receives or requests from or through a federal agency a commitment that would provide for the United States to insure or guarantee a loan must file with that agency a written declaration and certify that he, she or it has not made and will not make any prohibited expenditure. Further, any person or entity that requires or receives from a person or entity referred to above, a contract or subcontract under a federal contract, a subgrant or grant under a federal grant, or a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract or subcontract under a federal cooperative agreement, is required to file a written declaration with the person or entity that received the federal contract, grant, loan or commitment to insure or guarantee a loan.

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974 and 24 CFR Part 570, all as may be amended.

10. Drug Free Workplace

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

- A. SUBRECIPIENT shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and shall specify the actions that will be taken against employees for violation of such prohibition.
- B. SUBRECIPIENT shall establish an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace; and
 2. The SUBRECIPIENT's policy of maintaining a drug-free workplace; and
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C. SUBRECIPIENT shall require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph (a) of this Section IX.D.10.
- D. SUBRECIPIENT shall notify the employee that, as a condition of employment under the Agreement, the employee shall:
 - 1. Abide by the terms of the statement specified in paragraph (a) of this Section IX.D.10; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E. SUBRECIPIENT shall notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph (d) of this Section IX.D.10 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 the convicted employee was working.
- F. SUBRECIPIENT shall take one of the following actions, within 30 calendar days of receiving notice under paragraph (d) of this Section IX.D.10, with respect to any employee who is so convicted:
 - 1. 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
 - 2. 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 of this Section IX.D.10.

11. Criminal Disclosure

SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424.)

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. WAIVER

The COUNTY's failure to act with respect to any breach by the SUBRECIPIENT shall not constitute or be construed as a waiver of COUNTY's rights with respect to any subsequent or similar breaches. Any delay or failure of the COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

XV. REMEDIES NOT EXCLUSIVE

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

XVI. TIME IS OF THE ESSENCE

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

XVII. NONEXCLUSIVE AGREEMENT

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

XVIII. CALIFORNIA LAW

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

XIX. EXECUTION OF COUNTERPARTS

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

XX. AUTHORITY

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

XXI. PRECEDENCE

Conflicts or inconsistencies between the provisions contained in Sections I through XXI of this Agreement and the provisions contained in the Exhibits to this Agreement shall be resolved by giving precedence in the following order:

- A. Exhibit D
- B. Exhibit E
- C. The provisions in Sections I through XXI of this Agreement
- D. Exhibit B
- E. Exhibit A
- F. Other exhibits attached hereto to the extent incorporated by reference above

[Signatures on Following Page]

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this Agreement by the respective authorized officers as set forth below to be effective as of the first date duly executed by all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

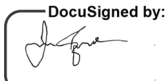
By: _____
Deputy Clerk

By: _____
DAS WILLIAMS
Chair, Board of Supervisors

Date: _____

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

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

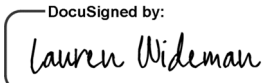
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By: _____
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Deputy Auditor-Controller

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By: _____
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Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: SANTA YNEZ VALLEY SENIOR CITIZENS' FOUNDATION

DocuSigned by:

By: _____
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Deputy County Counsel

By: _____
Pamela Gnekow
Chief Executive Officer

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

DocuSigned by:

By: _____
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Risk Manager

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this Agreement by the respective authorized officers as set forth below to be effective as of the first date duly executed by all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
DAS WILLIAMS
Chair, Board of Supervisors

Date: _____

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

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

By: _____
Deputy Auditor-Controller

DocuSigned by:
George Chapian
By: _____
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Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: SANTA YNEZ VALLEY SENIOR CITIZENS' FOUNDATION

DocuSigned by:
Lauren Wideman
By: _____
8E464D822C84458
Deputy County Counsel

By: _____
Pamela Gnekow
Pamela Gnekow
Chief Executive Officer

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

OR

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

OR

Presumed Benefit: per 24 CFR Part 570.208 (a) (2) (i) (A) Seniors, battered spouses, and homeless persons.* No income qualification of clients is required; provided, however, that the organization provides documentation confirming that the program being funded exclusively serves persons who meet the presumed benefit definition.

*SUBRECIPIENT acknowledges that to meet the Presumed Benefit requirement for CDBG eligibility, all beneficiaries of its domestic violence survivor services provided at the Project location must belong to one of the following two HUD-defined groups:

- 1) Battered Spouses who are legally married to their abuser; or
- 2) Homeless Persons under Criteria for Defining Homelessness, Category 4, Fleeing/Attempting to Flee Domestic Violence: "Any individual or family who is fleeing, or is attempting to flee, domestic violence; has no other residence; and lacks the resources or support networks to obtain other permanent housing."

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

Scope of Work to be performed

SUBRECIPIENT will renovate the former Buellton Library, located at 140 West Highway 246, Buellton, for use as a senior center. The renovated facility will include a senior dining room with coffee bar and reception area, a nurse's station, a domestic violence survivor lobby, two domestic violence survivor intake and counseling rooms, and program staff offices. Renovations will occur in the south wing of the building; the north wing, housing the former Buellton City Council chambers, will be renovated as part of a separate future Phase II.

Goals and Community Impact

SUBRECIPIENT's renovated facility will provide services including senior dining, senior enrichment activities, and counseling services to battered spouses to approximately 2,000 individuals annually. The additional space will also ease the burden on SUBRECIPIENT's existing facilities, which will continue to be used for food preparation and distribution.

Local Jurisdictions rules and regulations

SUBRECIPIENT agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations.

3. REPORTING

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

SUBRECIPIENT shall submit the following reports to the Division of Housing and Community Development (HCD) using the form provided by HCD and attached as an Exhibit to the Subrecipient Agreement:

- a. Monthly project status report (Exhibit F, Sections I & II)
- b. Completion Report (Exhibit F, Sections I & III)
- c. Annual Report, submitted annually for five years following the completion of the project (Exhibit F, Sections I & IV)

*HCD will provide a form for the collection of beneficiary income and demographic information which includes:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member: White, Black or African American, Asian, American Indian or Alaska Native, Native Hawaiian or Other Pacific Islander, American Indian or Alaska Native and White, Asian and White, Black or African American and White, American Indian or Alaska Native and Black or African American, Other Multi-Racial.
NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted.

4. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. A partial list of documents is provided below; however, the COUNTY, HUD or another Federal agency, or an external audit firm may require additional documents. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as

prescribed in 24 CFR 91.520 (See Section VII.B.2 of the Agreement). Files shall be made available to the County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between COUNTY and SUBRECIPIENT
2. Draw Requests and supporting documentation
3. Beneficiary Data
4. Annual audits
5. Records of compliance with federal procurement rules when the SUBRECIPIENT awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdictions or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. *2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
 - a. Copies of bid documents
 - b. Copies of contracts
 - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>
7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
10. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
11. Copies of contracts with sub-contractors
12. Records of lead-based paint assessment, abatement and final clearance, if applicable
13. Records of asbestos assessment, abatement and final clearance, if applicable
14. Records of acquisition and/or relocation, if applicable

Exhibit B**BUDGET**

Project Name: SYV Community Outreach Buellton Senior Center Renovation

1. Project Budget

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
CONSTRUCTION	\$174,885		\$174,885
PROJECT MANAGEMENT	\$10,000		\$10,000
TOTAL	\$184,885		\$184,885

The amounts in each line item may be adjusted with the approval of the County; provided, however, that the total contract amount does not change and the level of environmental review completed for the project is still applicable.

2. Timeline

Item	Milestone	Completion Date
A	Funding Available for Project	November 2023
B	Advertise and Obtain Competitive Construction Bids	November 2023
C	Construction Contract Award	December 2023
D	Construction Begins	January 2024
E	50% Complete	April 2024
F	Project Completion	June 2024
G	Final Billing Submitted	June 2024

This timeline may be revised from time-to-time. Revisions or project delays must be communicated to HCD staff. The project must be completed and all project expenditures reimbursed with CDBG funds by June 30, 2024.

3. Draw Requests

Draw requests must include:

- a. Expenditure Summary and Payment Request (ESPR) – County form
- b. Supporting documentation (to include all check items below):

- Third-party invoices or receipts
- Proof of payment, such as copies of cancelled checks
- Lien Waivers
- Davis-Bacon Certified Payrolls, reviewed and approved by the Subrecipient
- Payroll records, including timesheets delineating time worked on CDBG-eligible activities and payroll journals showing gross pay and deductions (if salaries are included in the project budget)

EXHIBIT C
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

FY 2023 - 24
July - June

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

Agency Name SVV Community Outreach Invoice/Request # _____ Revised

Program Name Buellton Senior Center Renovation Date Submitted _____

Address 140 W Hwy 246, Buellton, CA Check one: CDBG HOME

Contact Person _____ IDIS # _____

Phone _____ HCD Project # _____

Email _____ PO/Contract No _____

Report Period: _____ Expiration Date _____
(enter month for capital projects and quarter for public services)

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

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

SUBMIT COMPLETED FORM TC James Francis Housing Program Specialist

Phone: 805-568-3549 Email: ifrancis@countyofsb.org

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 Construction		\$ 174,885.00	\$ -	\$ -	\$ 174,885.00
Cat. 2 Project Management		\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Cat. 3 -		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 184,885.00	\$ -	\$ -	\$ 184,885.00

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

Certification:

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

Manager / Fiscal Officer _____ **Administrator / Executive Director** _____

Name _____ Title _____

Signature _____ Date _____

Public Service programs: Payment requests are due for each quarter by the **10th** of the month following quarter end.
 Capital Projects: Payment requests are due monthly by the **10th** of the month following the reporting month.
 This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.

EXHIBIT D

County of Santa Barbara Housing and Community Development Division

FEDERAL TERMS AND CONDITIONS

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

A. Equal Opportunity

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

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

6. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Subrecipient will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
8. The Subrecipient shall file, and shall cause each of its subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Subrecipient and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Subrecipient or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Subrecipient, the Subrecipient shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts it has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of its Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective Subrecipient or deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in

the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

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

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

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

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

1. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment

that would prevent them from complying with the part 135 regulations.

3. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

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

E. Compliance with Labor Standard Provisions

Subrecipient shall comply with all provisions contained in the form HUD-4010, Federal

Labor Standards Provisions, attached hereto as **Exhibit H** and incorporated by this reference.

F. Requirements and Regulations pertaining to Data and Design

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

G. Requirements and Regulations Pertaining to Reporting

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

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

1. Subrecipient shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606).
2. Subrecipient shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Water Act (33 U.S.C. 1368).
3. Subrecipient shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

EXHIBIT E

Indemnification and Insurance Requirements (For Construction Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 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.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or **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 Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – **CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire** from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. 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. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT F

County of Santa Barbara

CDBG Capital Projects

Project Status and Completion Report

SECTION I

Today's Date _____

Project Name: _____

Owner/Developer Name: _____

Project Address: _____

Check one

Progress Report: Complete Section II. Reports are due monthly

Final Construction Report: Complete Sections III

Annual Report: Complete Section IV

SECTION II: CONSTRUCTION/REHAB PERIOD

Reporting Period _____ *through* _____ *Today's Date* _____

1 Provide the dates that the following activities were completed:

<input type="checkbox"/>	Contract executed with general contractor
<input type="checkbox"/>	Permits pulled
<input type="checkbox"/>	Start of work
<input type="checkbox"/>	Percent complete
<input type="checkbox"/>	Estimated date of completion
<input type="checkbox"/>	Estimated date of final CDBG draw

2 Provide 1 - 3 photographs of the current status of the project

3 Provide a narrative report below on the Project's progress for the period

Report prepared by: _____

I have reviewed the information on this form and attest to its accuracy to the best of my knowledge. I will report any change or anticipated change in the ownership or lease term of the facility to the County.

Signed

Executive Director (non-profit) or Division Manager (government)

SECTION III: FINAL CONSTRUCTION REPORT

Date construction completed: _____

1

Provide a narrative report below on the outcome of the Project and any issues encountered

2 Provide the dates that the following activities were completed:

	Final Inspection by local code/building department
	Notice of Completion filed
	Certificate of Occupancy issued (housing)

4. a.

For projects qualified under Limited Clientele, please list number of persons served:

Add additional rows as needed

Do not enter data in shaded cells

Persons

Households*

0-30% AMI	31%-50% AMI	51%-80% AMI	> 80% AMI

**Use "Households" for housing projects. Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. 24 CFR 570.3*

TOTAL

0	0	0	0	0
---	---	---	---	---

Total must equal total below

Of the total served, provide race and ethnicity data. Note that ethnicity is in addition to race

Hispanic

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native & white

Asian & White

Black/African American & White

	0-30% AMI	31%-50% AMI	51%-80% AMI	> 80% AMI	# Hispanic
White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & white					
Asian & White					
Black/African American & White					

TOTAL

0	0	0	0	0	0
---	---	---	---	---	---

4.b. For projects qualified under Area Benefit, the census data collected at the start of the project will be used to document beneficiary data.

Report prepared by: _____

I have reviewed the information on this form and attest to its accuracy to the best of my knowledge. I will report any change or anticipated change in the ownership or lease term of the facility to the County.

Signed

Executive Director (non-profit) or Division Manager (government)

SECTION IV: ANNUAL REPORT (not applicable to County-owned infrastructure projects)

Complete the first annual report along with the Final Construction Report, and then annually thereafter for five years.

Reporting Period _____ through _____ Today's Date _____

- 1 Is the facility owned or leased?
- a. If owned, has the facility transferred ownership in the past year?
(Provide new owner information to HCD)

b. If leased, when does the lease term expire?

- 5 Please describe the use of the building. Is it being used for the same or different purpose than when the CDBG-funded project was completed? Describe how the facility is serving low income persons.

I have reviewed the information on this form and attest to its accuracy to the best of my knowledge. I will report any change or anticipated change in the ownership or lease term of the facility to the County.

Signed

Executive Director (non-profit) or Division Manager (government)

EXHIBIT G

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by SUBRECIPIENT and produced upon request by COUNTY if determined by COUNTY to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the contractor, subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected contractor, subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 324-1700, go on-line to: http://www.dot.ca.gov/hq/bep/find_certified.htm, or via email at: DBE_Certification@dot.ca.gov.

Initial_____

**HUD-4010
Federal Labor Standards Provisions****U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards****A. APPLICABILITY**

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

(1) MINIMUM WAGES

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit I

Federal Award Identification Information (per 2 CFR 200.331)		
i. Subrecipient Name (which must match the registered name at sam.gov)	Santa Ynez Valley Senior Citizen Foundation	
ii. Subrecipient Unique Entity ID	H67VWND8F7L9	
iii. Anticipated Federal Award Identification Number	B-23-UC-06-0509	
iv. Estimated Federal Award Date	September 25, 2023	
v. Period of Performance	Start Date	When Executed
	End Date	June 30, 2024
vi. Amount of Federal Funds Obligated by this action	\$184,885	
vii. Total Amount of Federal Funds Obligated to subrecipient	\$184,885	
viii. Total Amount of the Federal Award	\$1,224,523	
ix. Federal award project description	To develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.	
x. Name of Federal awarding agency,	Department of Housing and Urban Development	
Pass through entity,	County of Santa Barbara	
And contact information for awarding official	(805) 568-3549	
xi. CFDA	Number	14.218
	Name	Community Development Block Grants/Entitlement Grants
xii. Is the award research and development?	No	
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	No	