

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA
FOR
CDBG-CV EMERGENCY GRANT PAYMENT PROGRAM**

CFDA 14.218

THIS SUBRECIPIENT AGREEMENT (herein called the "Agreement") is made and entered into by and between the COUNTY of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 815 West Ocean Avenue, Lompoc, CA 93436, and is made with reference to the following:

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

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

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

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

WHEREAS, the COUNTY desires to make available to SUBRECIPIENT Five Hundred and Forty Three Thousand Thirty Eight Dollars (\$543,038) ("COUNTY Grant") to be used by SUBRECIPIENT to provide the services as delineated in Exhibit A to this Agreement ("Scope of Service") for the period set forth in Section II TERM of this Agreement, as permitted by the HCD Act and the Regulations and according to the terms and conditions more particularly set forth herein; and

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

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

I. SCOPE OF SERVICE

A. General

All services will be provided in Santa Barbara County, as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services will be provided under the supervision of the Executive Director, who shall ensure that the background and qualifications of the SUBRECIPIENT's staff providing the services are appropriate for the persons being served under this program and, if applicable, meet the minimum standards established by pertinent licensing bodies.

B. Scope of Services

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

C. Eligible Costs

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

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

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

D. Performance Monitoring

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

E. Changes

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not

invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or SUBRECIPIENT from its obligations under this Agreement that are not changed by the amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

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

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

F. COUNTY Recognition

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

II. TERM

A. Time of Performance

Services under this Agreement shall begin on June 17, 2020 and end on June 17, 2021, unless such time is extended by written Amendment pursuant to Section I.E. or unless terminated earlier or there are no CDBG Funds available for any reason.

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

III. BUDGET

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

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the CDBG Program pursuant to the Regulations, including but not limited to, 24 C.F.R. § 570.502, which includes requirements for compliance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the related CDBG provisions, and all Subparts and Appendices, as applicable. These items shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor SUBRECIPIENT performance under the Agreement, provided that the total dollar amount does not increase.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount delineated in Exhibit B. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. Upon receipt of an acceptable "*Expenditure Summary and Payment Request*" (ESPR), provided by HCD in a format similar to Exhibit C, which may be via electronic submission using a web-based reporting system, together with proper support documentation for the services described in Section I.A. and B. and performance data required in Section VII.C. of this Agreement, HCD shall review the claim and when approved, make payment. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

ESPRs will be due 15 days following the end of each quarter as follows: October 15 for the quarter ending September 30; January 15 for the quarter ending December 31; April 15 for the quarter ending March 31; and July 15 for the quarter ending June 30. The County reserves the right to require an earlier submission date for the 4th quarter ESPR in order to meet County year-end reporting requirements as determined annually by the County Auditor.

V. NOTICES

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

COUNTY

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

SUBRECIPIENT

THE HOUSING AUTHORITY OF THE COUNTY OF
SANTA BARBARA
ATTN: Bob Havlicek
815 West Ocean Avenue
Lompoc, CA 93436
Phone: 805-736-3423
Fax: 805-735-7672

VI. GENERAL CONDITIONS

A. General Compliance

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

or the admission of the SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether the COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. The SUBRECIPIENT further agrees to utilize CDBG Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

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

C. Insurance and Indemnification

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

D. Workers' Compensation

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

E. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 570.503 (b)(6), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

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

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 2400, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

In accordance with 2 CFR Part 2400, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400.

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

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 24 CFR § 570.502 and the Uniform Administrative requirements referenced therein, including but not limited to 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT additionally agrees to comply with 24 CFR 570.502 and 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 and Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

The use of program income by SUBRECIPIENT shall comply with program income requirements as set forth in Title 24 C.F.R. section 570.504. Additionally, upon expiration of this Agreement, the SUBRECIPIENT shall remit to the COUNTY all CDBG Funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG Funds, and all program income balances held by SUBRECIPIENT, with the exception of those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs. The reversion of any project related assets shall comply with 2 CFR Part 2400 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

4. Indirect Costs

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

5. Procurement

- a. **Compliance**
The SUBRECIPIENT shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement. The SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **Federal Requirements**
Unless excepted under 24 CFR 570, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, Subpart D shall apply to Federal Community Development Block Grant awards made to non-Federal entities.

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

7. Administrative Requirements
The SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR § 570.502 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011) and found in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT in an account in a banking or savings and loan institution. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this Agreement and Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for the COUNTY to effectively monitor costs under this Agreement.

B. Documentation and Record Keeping

- 1. Records to be Maintained
The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 or by COUNTY's ordinances or policies that are pertinent to the services to be provided or activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;

- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- e. Financial records as required by 24 CFR 570.502; and
- f. Other records as required to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

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

3. Ownership of Documents

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

4. Disclosure

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

5. Close-outs

The SUBRECIPIENT also agrees to comply with all grant closeout procedures set forth in 24 CFR § 570.509 and all applicable requirements set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. The SUBRECIPIENT's obligations to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG Funds, including program income.

6. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

7. Access to Records

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

directives, standards and provisions stated in this Agreement or the CDBG program.

C. Reports

SUBRECIPIENT shall provide HCD with a “CDBG Quarterly Status Report” provided by HCD in a format similar to Exhibit F, which may be via electronic submission using a web-based reporting system. The Report will be due 15 days following the end of each quarter as follows: October 15 for the quarter ending September 30; January 15 for the quarter ending December 31; April 15 for the quarter ending March 31; and July 15 for the quarter ending June 30. The Report shall contain without limitation, the information outlined below in accordance with Exhibit A Scope of Work, Exhibit B Budget, and the requirements of the federal the Integrated Disbursement and Information System (IDIS). If SUBRECIPIENT fails to submit Reports when due, the COUNTY may withhold CDBG Funds until the required Reports are received.

The quarterly report summary shall include the following:

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

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

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Contract and Subcontract Provisions

The SUBRECIPIENT will include the provisions of Sections IX.A and IX.B, Civil Rights, and VIII.B, Affirmative Action, in every contract or subcontract or

purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors and subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using CDBG Funds provided herein or personnel employed in the provision of the activities set out in the Scope of Services under this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. The SUBRECIPIENT agrees to comply with the Federal Labor Standards Provisions attached hereto and incorporated herein as Exhibit H.

2. "Section 3" Clause

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

b. SUBRECIPIENT agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, OWNER certifies that it is under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

c. SUBRECIPIENT agrees, and will cause its contractors, to send to each labor organization or representative of workers with which the OWNER or contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the OWNER'S or contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The SUBRECIPIENT agrees, and will cause its contractors, to include this section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that the

contractor or subcontractor is in violation of the regulations in 24 CFR Part 135. The SUBRECIPIENT will not contract with or permit its contractors to subcontract with any contractor or subcontractor where the SUBRECIPIENT has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The SUBRECIPIENT will certify, and cause its contractors and subcontractors to certify, that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. Labor Standards Requirements

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

D. Conduct

1. Assignability

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

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

The SUBRECIPIENT will monitor all contracted and subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and

supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

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

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts and subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2CFR 200.112, 2 CFR Part 2400, and 24 CFR 570.611, which include (but are not limited to) the following:

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

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

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

5. Lobbying

The SUBRECIPIENT hereby certifies that:

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

6. Copyright

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

COUNTY shall be the owner of the following items incidental to the Agreement upon production, whether or not completed: all data collected, all documents

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

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

7. Religious Activities

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

8. Conditions for Religious Organizations

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

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

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

9. Federal Contracts

The SUBRECIPIENT agrees that every person or entity that requests or receives a federal contract, grant, loan or cooperative agreement from or through a federal agency or receives or requests from a federal agency a commitment that

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

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

10. Drug Free Workplace

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

- a. SUBRECIPIENT will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- b. SUBRECIPIENT will establish an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The SUBRECIPIENT's policy of maintaining a drug-free workplace; and
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. SUBRECIPIENT will require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph A.
- d. SUBRECIPIENT will notify the employee that, as a condition of employment under the Agreement, the employee will:

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

11. Criminal Disclosure

SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)”

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- 1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. WAIVER

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

XIV. ENTIRE AGREEMENT

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

XV. REMEDIES NOT EXCLUSIVE

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

XVI. TIME IS OF THE ESSENCE

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

XVII. NONEXCLUSIVE AGREEMENT

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

XVIII. CALIFORNIA LAW

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

XIX. EXECUTION OF COUNTERPARTS

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

XX. AUTHORITY

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

XXI. PRECEDENCE

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

[Signatures on Following Page]

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

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
GREGG HART
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

By: _____
Deputy Auditor- Controller

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SUBRECIPIENT: THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

By: _____
Deputy County Counsel

By: _____
Robert Havlicek, Executive Director

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

By: _____
Risk Manager