

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
UNITED WAY OF SANTA BARBARA COUNTY
FOR
AMERICAN RESCUE PLAN ACT OF 2021 –
EMERGENCY RENT ASSISTANCE PROGRAM: STATE (ERA 2)

THIS SUBRECIPIENT AGREEMENT (herein called the “Agreement”) is made and entered into on this day April 19, 2022 by and between the COUNTY of Santa Barbara (herein called the “COUNTY”), a political subdivision of the State of California, and UNITED WAY OF SANTA BARBARA COUNTY (herein called the “SUBRECIPIENT”), a California nonprofit organization, whose address is 320 E. Gutierrez Street, Santa Barbara, CA 93101, and is made with reference to the following:

WHEREAS, the State of California has secured an allocation of funds authorized by the U.S. Department of Treasury under the American Rescue Plan Act (ARPA) for Emergency Rent Assistance Round 2 (ERA 2), and

WHEREAS, the County has received notification from the State of California of a pass-through allocation to the County of ERA 2 to administer an Emergency Rent Assistance program in the County under Option B, which allows for the COUNTY to directly administer the ERA 2 funds; and

WHEREAS, pursuant to Resolution No. 21-208, signed by the Chair of the Board of Supervisors of the County of Santa Barbara on November 9, 2021, the Director of the Community Services Department is authorized to execute Master Standard Agreements with the State of California Housing and Community Development Department for State ERA 2 funds, up to Thirty Million Dollars (\$30,000,000); 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 COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY with providing ERA 2 funds to the residents of Santa Barbara County in need of rent assistance during the COVID-19 pandemic; and

WHEREAS, the COUNTY is expected to receive Twelve million two hundred sixty-six thousand five hundred fifty dollars and sixty four cents (\$12,266,550.64) of which the State is making Four million nine hundred eighty one thousand, three hundred forty dollars and 37 cents (Tranche 1 \$4,981,340.37) immediately available (ERA 2, Tranche 1); and

WHEREAS, COUNTY may retain up to thirteen and one-half percent (\$1,681,202) of the full \$12,266,550.64 allocation of which \$672,481 may be used by the County under tranche 1 of \$4,981,340 to cover COUNTY and/or SUBRECIPIENT costs to administer the Emergency Rent Assistance program; and

WHEREAS, COUNTY will make available to SUBRECIPIENT the State’s ERA 2, Tranche 1 of \$4,981,340.37 (“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 ARPA Regulations and according to the terms and conditions more particularly set forth herein;

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 shall be provided in Santa Barbara County, as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services shall be provided under the supervision of the Executive Director of Subrecipient, 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 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 federal and state requirements and standards required as a condition of providing these ARPA Funds. SUBRECIPIENT shall only use the funds for expenditures eligible in accordance with the ARPA and such regulations and program requirements that may be implemented from time to time. The funds may not be used for ineligible expenditures, as may be described in U.S. Department of Treasury or State of California guidance.

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 shall 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 shall 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 shall 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.

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 contract maximum amount is not increased; and (b) additions to or deletions of the line items in the Budget; provided that all expenditures are eligible pursuant to Public Law 116-260, as may be amended from time to time.
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. 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. 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.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of the COUNTY in providing ERA 2 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 in all publications to the support provided herein made available with ERA 2 Funds under this Agreement.

II. **TERM**

A. **Time of Performance**

Services under this Agreement shall begin on April 20, 2022, and end on December 30, 2024, unless such time is extended by written Amendment pursuant to Section I.E., or unless terminated earlier, or there are no 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 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 eligible under the ARPA, including compliance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related provisions, and all Subparts and Appendices, as applicable. These costs 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 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, COUNTY shall review the claim and when approved, make payment. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

COUNTY has no obligation to provide funds under this Agreement if for any reason there is not funding available from State of California to pass through to SUBRECIPIENT or if the Agreement is terminated or suspended.

ESPRs shall 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

UNITED WAY OF SANTA BARBARA COUNTY
ATTN: Steve Ortiz, Executive Director
320 E. Gutierrez Street
Santa Barbara, CA 93101
Office: (805) 965-8591

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit D. SUBRECIPIENT also agrees to comply with applicable Federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing 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.

B. Independent Contractor

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

Insurance. In addition, SUBRECIPIENT understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure.

C. Insurance and Indemnification

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

D. Workers' Compensation

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

E. Suspension or Termination

In accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the ARPA requirements, any application, notice of award, or any terms of the Agreement, including, 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 funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 200, this Agreement may be terminated for convenience by COUNTY, in which case COUNTY may specify the termination conditions, including the effective date, and, in the case of partial termination, the portion or 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 payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY shall 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 given 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 date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 200.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents, and 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 the State of California or U.S. Department of the Treasury demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of, including, but not limited to, the grant agreement, an application, 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 the Uniform Administrative requirements, including but not limited to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT agrees to adhere to the accounting principles and procedures referenced therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, upon expiration of this Agreement, the SUBRECIPIENT shall remit to the COUNTY all funds on hand at the time of expiration, any accounts receivable attributable to the use of funds provided under this Agreement, 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, or cash balances from a lump sum drawdown. The reversion of any project-related assets shall comply with 2 CFR Part 200.
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 COUNTY policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement. The SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - b. Federal Requirements
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, Subpart D shall apply to this Agreement.
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 the provisions contained in the 2 CFR

Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, and all applicable Federal Office of Management and Budget Circulars 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. 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, and that may be established by the US Department of Treasury, including its Officer of Inspector General, 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 documenting compliance with the fair housing and equal opportunity components of the Emergency Rent Assistance Program;
- d. Records as required by 24 CFR 570.502; and
- e. 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 five (5) years. The retention period begins on the date that this Agreement ends, as set forth in section II.A. In accordance with the requirements under 2021 ARPA to establish data privacy and security requirements for information collected, SUBRECIPIENT shall comply with 2 C.F.R. 200.303. 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 five-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Ownership of Documents

Each and every report, draft, map, record, plan, document, and other writing (hereinafter "Documents"), produced, prepared, or caused to be prepared by

SUBRECIPIENT, its officers, employees, agents, representatives, contractors, and subcontractors in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, the State of California, 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 and the State of California or the United States, as applicable. SUBRECIPIENT hereby agrees to have an annual single 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 policies and requirements concerning audits.

Since 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 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 otherwise 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, the State of California, 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 Emergency Rent Assistance Program.

C. Reports

SUBRECIPIENT shall be responsible for submitting reports in a format and timeline provided COUNTY and shall submit them to COUNTY in advance of the due date. Reports may include weekly, monthly, and/or quarterly reports. The report must also meet the reporting requirements of the State of California and the U.S. Treasury.

In addition, if not otherwise specified by COUNTY, the State of California, or the U.S. Treasury, SUBRECIPIENT shall provide COUNTY with a "Status Report" in a format provided similar to Exhibit F, which may be via electronic submission using a web-based reporting system. The Report shall be due monthly 15 days following the end of each month as follows: the Report shall contain without limitation, the information outlined below in accordance with Exhibit A Scope of Work and Exhibit B Budget. If SUBRECIPIENT fails to submit a Report when due, the COUNTY may withhold funds until the required Report is received.

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 if required or requested by the County;
3. Numeric accounting of progress toward goals, including without limitation:
 - i. Number of unduplicated households assisted below 50% AMI
 - ii. Number of unduplicated households assisted between 50% and 80% AMI
 - iii. Total amount of ERA paid

- iv. Average number of months paid in rental assistance; and
 - v. Average number of months paid in utilities
4. Written Narrative of accomplishments, methodology to prioritize eligible applicants at or below 50% AMI if required by the State, 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 reporting term; and
 6. Any additional information requested by the COUNTY as may be needed for reporting.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SUBRECIPIENT shall comply with Santa Barbara County Code, Chapter 2 Administration, Article XIII. Unlawful Discrimination, 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(d) 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, 12086, and 12107, 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 Housing and Community Development Act of 1974 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. 701 et seq.), 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 Executive Order 11246. 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 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, the State of California, 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, 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 this Agreement, 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 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.

D. Conduct

1. Assignability
The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY thereto, and any attempt to so assign or transfer without such consent shall be voidable 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 COUNTY.

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 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 2 CFR Part 200, including, but not limited to, 2 CFR 200.112,, 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, and 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 activities assisted with funds provided by this Agreement, 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 assisted activity, or with respect to the proceeds from the 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; 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 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 funds provided under this Agreement shall not be utilized for inherently religious activities , 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 that 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.

9. 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:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The SUBRECIPIENT's policy of maintaining a drug-free workplace; and
 - iii. 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 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).
- d. SUBRECIPIENT shall notify the employee that, as a condition of employment under the Agreement, the employee must:
 - 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 shall 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 shall 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.
10. 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 §200.113. Remedies for noncompliance, including suspension or debarment, shall be enforced pursuant to 2 CFR §200.339.

IX. 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.*, including, but not limited to, Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 1264, 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 80, 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. Historic Preservation

The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C., §§ 300101 *et seq.*), 36 CFR Part 800, and the procedures set forth in the 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XVI. 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.

XVII. 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.

XIII. 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.

XIX. 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.

XX. 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 forth in Section II TERM of this Agreement.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

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

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

DocuSigned by:
By: 
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Deputy Auditor- Controller

DocuSigned by:
By: 
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Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY

DocuSigned by:
By: 
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Deputy County Counsel

DocuSigned by:
By: 
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Steve Ortiz, President & CEO

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 on the date set forth in Section II TERM of this Agreement.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

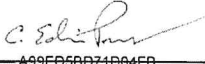
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

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

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

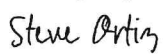
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Deputy Auditor- Controller

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By: 
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Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY

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Deputy County Counsel

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Steve Ortiz, President & CEO

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

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By: 
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Risk Manager

EXHIBIT A

SCOPE OF SERVICES

SUBRECIPIENT: United Way of Santa Barbara County

PROGRAM NAME: State of California, Department of Housing and Community Development (State HCD) American Rescue Plan Act (ARPA) Emergency Rent Assistance Program Round 2 (ERA 2), Tranche 1

Assistance Listing Number: 21.023

AGREEMENT AMOUNT: \$4,981,340.37

INTRODUCTION

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

1. FEDERAL REGULATORY INFORMATION

A. National Objective: *Benefit to low- and moderate- income (LMI) persons*

Proposed Number of beneficiaries: 825 households with rent and utility assistance (duplicated)

B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of households (all members of a household are counted as one household).

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

A. Scope of Work to be performed

SUBRECIPIENT shall administer an Emergency Rent Assistance program (Program) as authorized by the ARPA and State HCD. The Program shall provide as needed rent arrears back to March 2020 plus up to three (3) months of current or prospective rent subsidy, for qualifying households currently living in rental units who cannot pay rent because of a loss or reduction of income during the COVID-19 pandemic. Housing stabilization services* and relocation assistance** may also be provided to residents who are at-risk of losing their housing and/or have lost housing and have identified new rental housing that is reasonable for their family needs.

ERA 2-Eligible Households include:

a. one or more individuals within the household who has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;

b. one or more individuals within the household who can demonstrate a risk of experiencing homelessness or housing instability; or

c. the household that is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a).

Qualifying households are eligible to thereafter re-apply for an additional 3 months of rent assistance, if needed, up to a total of 18 months. Payments shall be made directly to the owners or managers of the rental units on behalf of the tenants. Rental payments may be applied to current or future rent due at the discretion of the landlord; however, past due rent arrears must be paid before any current or future rent.

Qualifying households are also eligible to apply for 3 months of utility payment assistance, up to a total of 18 months. The Emergency Rent Assistance Program is intended to prevent homelessness by providing rent assistance to residents who experienced a loss of income during the COVID-19 pandemic. Program applicants must have incomes at or below eighty-percent (80%) of the area median income (AMI); those with incomes at or below 50% AMI will be prioritized for assistance. Qualifying residents shall be those who had already resided in permanent housing and had been timely paying monthly rent up to March 1, 2020.

For determining annual income, SUBRECIPIENT should obtain at the time of application source documents evidencing annual income in accordance with 24 CFR 5.609 through and including 5.612 (e.g., wage statements, interest statements, bank statements, unemployment compensation statements, etc.) or as otherwise authorized under ARPA. A copy of Form 1040 as filed with the IRS for the household may be used to confirm annual income but may not be used solely to determine income. For determining monthly income, SUBRECIPIENT must obtain income source documentation, as listed above, for at least the two months prior to the submission of the application for assistance and must be updated as necessary. An applicant's written certification of eligibility by SUBRECIPIENT may be effective for up to six (6) months from the time of initial application. If an applicant qualifies based on monthly income, the SUBRECIPIENT must redetermine the household income eligibility every three months for the duration of assistance, up to a maximum of 18 months. To the extent administratively feasible, SUBRECIPIENT must require applicants to document that they have (i) qualified for unemployment benefits or (ii) experienced a reduction in income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly to the coronavirus pandemic, that threaten the household's ability to pay the costs of the rental property when due. SUBRECIPIENT must also require applicants to demonstrate a risk of experiencing homelessness or housing instability, which may include past due rent and utility notices and eviction notices, if any, as part of the application process. SUBRECIPIENT shall conduct income certification review to determine that the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a).

Self-attestation Alone – SUBRECIPIENT may rely on a self-attestation of household income without further verification if the applicant confirms in their application or other documents that they are unable to provide documentation of their income. If a written attestation without

further verification is relied on to document the majority of the applicant’s income, SUBRECIPIENT must reassess the household’s income every three (3) months, by obtaining appropriate documentation or a new self-attestation. Income attestations should specify the monthly or annual income claimed by the household to ensure that the household meets the applicable ERA requirements and to enable appropriate reporting. Under this approach, SUBRECIPIENT is encouraged to incorporate self-attestation to demonstrate income eligibility into its application form. SUBRECIPIENT may also rely on self-attestations to demonstrate applicants’ financial hardship and risk of homelessness or housing instability. SUBRECIPIENT is encouraged to simplify applications to allow for self-attestation for income eligibility during the public health emergency, as well as to allow self-attestation to demonstrate applicants’ financial hardship and risk of homelessness or housing instability.

SUBRECIPIENT shall serve qualified program beneficiaries on a first-come, first served basis and applicants shall be placed in the queue when their applications are deemed “complete” by the SUBRECIPIENT, i.e., when all required supporting documentation is received, such as income information, proof of job loss or reduced hours, etc. The order of applications accepted and processed may not necessarily reflect the order of when applicants first contacted the SUBRECIPIENT or date that the application was first submitted. In addition, the SUBRECIPIENT may find, upon further examination of supporting documentation, that some applicants do not meet the income or other eligibility criteria and shall deny applications when warranted. In order to prioritize eligible households at or below 50% AMI, SUBRECIPIENT shall process checks to this population prior to other qualifying households in its bi-weekly check cutting cycle.

i. Eligible geographic areas

Eligible areas	Income limits
County-wide	80% AMI

ii. Eligible income limits

FY 2020 Income Limit Category	Total number of persons in household related and unrelated							
	1	2	3	4	5	6	7	8
80% Area Median Income	66,750	76,250	85,800	95,300	102,950	110,550	118,200	125,800
50% Area Median Income	41,650	47,600	53,550	59,500	64,300	69,050	73,800	78,550

iii. Summary of SUBRECIPIENT Program administration

- Confirm eligibility
 1. Jurisdiction (Santa Barbara County)
 2. Income
 3. Loss of income during COVID-19
- Eligible for State Assistance, such as unemployment benefits, CalWorks, WIC, and other similar federal or state welfare-type programs or, proof of loss or reduced income due to, directly or indirectly, or during the COVID-19 pandemic:
 - Employer letter, if available

- Employer/Business name and address
- Duties
- Date of furlough/layoff/termination
- Reason for furlough/layoff/termination
- Applicant signs declaration under penalty of perjury and repayment of funds (form to be provided by County HCD or may be incorporated into application if application is signed, or electronically signed, by applicant).
- Certification of household income. SUBRECIPIENT shall obtain from applicants attestations of household income. The attestation may be contained in the application if the application is signed by the applicant. Electronic signatures are permitted. Alternatively, SUBRECIPIENT may obtain a signed attestation using a form approved by County HCD. .
- Document amount of rent
 - Copy of current lease, if available
 - Landlord confirmation if current lease is not available
- Document amount of utilities
 - Copy of current/past bill
- Duplication of Benefits Check
- Pay rent arrears back to March 2020 and up to 3 months current or prospective rent for a total maximum of 18 months
 - Ask tenant how much they need
 - Must pay back rent arrears before current or future rent
 - Landlord signs declaration that funds will be used for rent due (not be used for utilities, late fees, damages, etc.). Landlord declaration to be provided by County HCD.

B. Goals and Community Impact

SUBRECIPIENT shall serve approximately 825 households, depending on the amount of assistance each household needs, to prevent evictions.

3. REPORTING

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

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

- a. Number of beneficiaries served during the reporting period;
- b. Total number of applications received (awarded and denied) during the reporting period;
- c. Demographic information for each household member (County HCD will provide form);
- d. Documentation of household income level;
- e. Numeric accounting of progress toward goals, including without limitation:
 - i. Average rental assistance amount provided per household; and
 - ii. Number of unduplicated households assisted; and
- f. Brief narrative report on activities contained in Section 2 Activity Description.

In addition, the State may require additional reporting requirements, including but not limited to:

- a. Documentation of the income level of persons and/or families receiving or benefiting by the SUBRECIPIENT'S services;
- b. Race and Ethnicity of each person served;
- c. Numeric accounting of progress toward goals, including without limitation:
 1. Number of unduplicated households assisted below 50% AMI;
 2. Number of unduplicated households assisted between 50% and 80% AMI;
 3. Total amount of ERA paid;
 4. Average number of months paid in rental assistance; and
 5. Average number of months paid in utilities.
- d. Written Narrative of accomplishments, methodology to prioritize eligible applicants at or below 50% AMI, and any challenges;
- e. 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 term of this Agreement, and
- f. Any additional information requested as may be needed for reporting.

SUBRECIPIENT shall collect beneficiary income and demographic information, which shall include the following information:

- Address of rental unit assisted,
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider,
- Amount and percentage of monthly rent covered by ERA assistance,
- Amount of outstanding rental arrears for each household,
- Amount of utility payments for each household,
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided,
- Household income and number of individuals in the household,
- Gender, race, and ethnicity for the primary applicant for assistance, and
- Number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

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 five (5) years after expiration of this Agreement. Files shall be made available to the County, the State of California, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

5. Data Privacy and Security Requirements

In accordance with the requirement of ARPA to establish data privacy and security requirements for information collected, SUBRECIPIENT understands that information and data collected from individuals and households in connection with this AGREEMENT is private and confidential, including but not limited to any information collected from individuals who are survivors of intimate partner violence, sexual

assault, or stalking (“Protected Information”). SUBRECIPIENT shall only collect Protected Information as necessary in order to perform this AGREEMENT and to submit reports as required herein. SUBRECIPIENT shall comply with all privacy and confidentiality laws applicable to the Protected Information, including applicable federal, state, and local laws.

SUBRECIPIENT shall implement appropriate safeguards, including, but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Information. SUBRECIPIENT’s obligations include, but are not limited to, implementing and abiding by the procedures set forth in SUBRECIPIENT’s Confidential Information and Nondisclosure policy as approved by County HCD. COUNTY, through the Community Services Director or designee, reserves the right to require additional data privacy and security measures in order to protect the privacy of individuals and households, whether such additional measures are required by Federal or State Law, in connection with further regulatory, statutory, or programmatic guidance released or as otherwise determined to be necessary by COUNTY in its sole discretion. SUBRECIPIENT shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of security, or any access, use, or disclosure of Protected Information not permitted by the AGREEMENT or unauthorized use or disclosure of Protected Information of which SUBRECIPIENT becomes aware and/or any actual or suspected use or disclosure in violation of any applicable federal or state laws or regulations. SUBRECIPIENT shall take (i) prompt corrective action to cure any such deficiencies and (ii) all other actions pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

SUBRECIPIENT shall ensure that any agents and subcontractors under this AGREEMENT agree in writing to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such Protected Information and implement the safeguards required by this AGREEMENT. SUBRECIPIENT’s agents and subcontractors may implement alternative administrative, physical, or technical safeguards only with the prior written approval from the County Community Services Director.

*ERA2 requirements for housing stabilization services.

Under ERA2, housing stability services do not have to be related to the COVID-19 outbreak. Housing stability services include those that enable eligible households to maintain or obtain housing. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney’s fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

** Relocation assistance and related activities, for example, assistance with motel and hotel stays, may be found at and must be consistent with federal guidance reflected in Frequently Asked Questions (FAQ’s) concerning ERA funding, as specifically related to ERA 2. These may be found at:

<https://www.ncsha.org/wp-content/uploads/ERA-FAQ-8-25-2021.pdf>

EXHIBIT B

BUDGET AND PAYMENT PROCEDURES

SUBRECIPIENT: United Way of Santa Barbara County

PROGRAM NAME: American Rescue Plan Act Emergency Rent Assistance Program (ERA -2),
State of California

AGREEMENT AMOUNT: \$4,981,340.37

INTRODUCTION

This Budget and Payment Procedures exhibit is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara, State of California and United Way of Santa Barbara County (SUBRECIPIENT) as referenced in the Agreement. The purpose of this Budget and Payment exhibit is to further describe the payment requirements referenced in the Subrecipient Agreement.

1. BUDGET

	ITEM	GRANT AMOUNT
1	Family Services Agency (FSA) Case Management Contract Services	\$ 280,000.00
2	PR and Marketing (2-month equivalent)	\$ 4,160.00
3	Online Application System, cloud hosting, text messages/communication, computers.	\$ 16,440.00
4	Direct Processing Costs (postage, check stock, printing, letterhead, envelopes, site maintenance, utilities)	\$ 24,000.00
5	Program Support Staff (bilingual) (7 FT)	\$ 193,265.00
6	Program Coordinator (bilingual) (1 FT)	\$ 43,020.00
7	Finance, Administration, Contract Reporting & Audit 3PT	\$ 55,739.95
8	Benefits and Overhead Percentage of Staffing	\$ 55,857.00
9	Direct Rental/Utility Assistance Payments	\$4,308,858.42
	TOTAL	\$4,981,340.37

2. REIMBURSEMENT OF STAFF SALARIES AND BENEFITS

Check box if Not Applicable

The salaries and benefits of the following staff positions are eligible for reimbursement:

TITLE	DUTIES
Case Management Contract Services (Family Services Agency)	Income and other eligibility certification and issue checks
Bilingual Program Coordinator Support Staff (7 FT)	In-person/over the phone office hour application support
Program Coordinator (1 FT)	Document and Reporting
Finance/Accounting (3 PT)	Department Costs/prepare invoices to County, along with required supporting documentation

Individual staff members may change from time-to-time; however, such changes must be reported to the County.

3. DRAW REQUESTS

Draw requests must include:

- A. Expenditure Summary and Payment Request (ESPR)
- B. Supporting documentation (check all that apply):
 - Third-party invoices or receipts
 - Check copies showing payment (cancelled checks)
 - Payroll records, including timesheets delineating time worked on eligible activities and payroll journals showing gross pay and deductions
 - Proof of County residency, self-verification of income level and COVID-19 impact

EXHIBIT C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

For use for ERA 2 Agreement(s)

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

Agency Name United Way of Santa Barbara County Invoice/Request # _____ Revised

Program Name State of California ERA 2 Date Submitted _____

Address 320 Gutierrez Street, Santa Barbara, CA 93103

Contact Person Steve Ortiz HCD Project # _____

Phone 805-965-8591 PO/Contract No _____

Email sortiz@unitedwaysb.org Report Period: _____

SUBMIT COMPLETED FORM TO Carlos Jimenez Housing Program Specialist
 Phone: 805-568-3529 Email: cjimenez@cocountyofsb.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	UW Program Delivery Costs	\$ 347,881.95	\$ -	\$ -	\$ 347,881.95
Cat. 2	FSA Case Management Subcontract	\$ 280,000.00	\$ -	\$ -	\$ 280,000.00
Cat. 3	Direct Rental Assistance	\$ 4,308,858.42	\$ -	\$ -	\$ 4,308,858.42
Cat. 4	UW Direct Program costs	\$ 44,600.00	\$ -	\$ -	\$ 44,600.00
Cat. 5					
Cat. 6					
Cat. 7					
Cat. 8					
TOTAL		\$ 4,981,340.37	\$ -	\$ -	\$ 4,981,340.37

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 _____ Name _____

Signature _____ Signature _____

Date _____ Date _____

Title _____ Title _____

Public Service programs: Payment requests are due for each quarter by the 20th of the month following quarter end.
 Capital Projects: Payment requests are due monthly by the 20th of the month following the reporting month.
 This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.

EXHIBIT D

County of Santa Barbara Housing and Community Development Division

FEDERAL TERMS AND CONDITIONS

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

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

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

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with

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

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

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

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

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

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

D. 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.

E. Requirements and Regulations Pertaining to Reporting

1. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least five (5) years sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)).
2. The County of Santa Barbara, the State of California, the U.S. Department of the Treasury, and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

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

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

EXHIBIT E

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

EXHIBIT F

Status Report For use with ERA 2 agreement(s)	County of Santa Barbara Housing & Community Development
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Instructions: Please enter the information below and send to County HCD weekly and/or monthly as required by County HCD or the State. Send reports to Carlos Jimenez via email to cjimenez@countyofsb.org.

Reporting period: _____

Agency United Way of Santa Barbara County Program ERA 2 – State Allocation

Contact Steve Ortiz Email sortiz@unitedwaysb.org Phone 805-965-8591

Contract# _____ HCD project # _____

Activity Reporting

Annual Goal(s)	Description	Annual Goal: No. of Households ¹	No. HHs Assisted this Reporting Period	Year-to-Date
Activity #1	<i>Benefit to 80% low- and moderate- income (LMI) households</i>	825		

Description	This Reporting Period	Year-to-Date
Average Rental Assistance Per Household Awarded		
Average Number of Months of Households Assisted		

Briefly describe accomplishments this quarter and any difficulties encountered. If the program is not performing as planned, provide an explanation.

Continued on next page

¹ Household means all persons who occupy a housing unit, whether or not related.

EXHIBIT F

Status Report For use with ERA 2 agreement(s)	County of Santa Barbara Housing & Community Development
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Race & Ethnicity

	This Period		Year-to-Date	
	Total	# of Race in left column who are of Hispanic/Latino heritage	Total	# Race who are of Hispanic/Latino Heritage
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				
American Indian/Alaskan Native & Black/African American				
Other multi-racial				
Total				

Income Levels

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

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

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

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

Community Development Programs

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

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

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

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

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

Multifamily Housing Programs

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

may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7i. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

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