

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA as**  
**ADMINISTRATIVE ENTITY FOR THE**  
**Santa Barbara County Permanent Local Housing Allocation Consortium**  
**AND**  
**Habitat for Humanity of Southern Santa Barbara County**  
  
**Home Repair Program**  
**State of California Permanent Local Housing Allocation (PLHA)**

THIS AGREEMENT (herein called the “AGREEMENT”) is made and entered into by and between the County of Santa Barbara (herein called the “COUNTY”), a political subdivision of the State of California, and Habitat for Humanity of Southern Santa Barbara County (herein called the “SUBRECIPIENT”), a California nonprofit organization, whose address is PO Box 176, Goleta, CA 93116.

**WITNESSETH THAT:**

**WHEREAS**, Chapter 364, Statutes of 2017 (SB 2, Atkins) added Chapter 2.5 (commencing with Health and Safety Code Section 50470) to Part 2 of Division 31 of the Health and Safety Code, was part of a 15-bill housing package aimed at addressing the state’s housing shortage and high housing costs; and

**WHEREAS**, SB2 created the Building Homes and Jobs Fund and the PLHA Program, specifically establishing a permanent source of funding intended to increase the affordable housing stock in California; and

**WHEREAS**, On July 7, 2020, the County of Santa Barbara’s Board of Supervisors passed and adopted Resolution No. 20-127 allowing the Director of the Community Services Department to apply for, receive, and administer the PLHA funds for the Santa Barbara County PLHA Consortium, which includes the County of Santa Barbara, and the Cities of Goleta and Santa Maria; and

**WHEREAS**, The revenue from SB 2 will vary from year to year, as revenue is dependent on certain real estate recordation transactions with fluctuating activity; and

**WHEREAS**, the County and the Cities of Goleta and Santa Maria (Consortium) have each entered into a Consortium agreement that authorizes the County to act as the Administering Jurisdiction for the Consortium to apply for and administer PLHA funds on the Consortium’s behalf; and

**WHEREAS**, COUNTY on behalf of the Consortium submitted to the State the Consortium’s Five-Year Plan (PLHA Plan), which includes State PLHA eligible activities set forth in the State’s PLHA Final Guidelines (Guidelines) the Consortium will address with its allocations of PLHA funds over the next five years; and

**WHEREAS**, the Consortium selected the following eligible activities from the Guidelines: §301(a)(1) Multi-Family Rental Housing; §301(a)(2) Rental and Homeownership Housing; §301(a)(6) Homelessness Assistance Programs; and §301(a)(9) Down Payment Assistance for Homeownership Opportunities; and

**WHEREAS**, SUBRECIPIENT's services are eligible activities as outlined in the State's PLHA Program Guidelines and the Consortium's PLHA Plan as they are housing-related projects and programs to assist in addressing the unmet housing needs of the local communities; and

**NOW THEREFORE**, the parties agree that the above recitals are true to the best of their knowledge and, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that they will carry out the program according to this Agreement.

**I. SCOPE OF SERVICES**

**A. General**

All services under this Agreement 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 SUBRECIPIENT's Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT's staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

**B. Services**

1. Eligible Activities

Activities funded by this Agreement are limited to the following program components and eligible activities contained in the PLHA Plan: §301(a)(2) Rental and Homeownership housing.

2. Services to be Provided

SUBRECIPIENT shall be responsible for providing critical home repairs to approximately 6-10 households. Eligible repairs include but are not limited to: doorway widening to accommodate wheelchairs, bathroom adaptations, kitchen repairs, roof replacement, replacement of deteriorated exterior stairways, adding handrails to stairways, installation of accessible showers, replacing furnaces, and weatherization repairs of windows and doors, as set forth in Exhibit A.

**C. Staffing**

Only the salary and eligible benefits for the positions listed in the budget in Exhibit B, if any, are eligible for reimbursement with PLHA funds under this Agreement. Any changes in the positions whose salary and benefits are eligible for reimbursement with PLHA funds under this Agreement shall be approved in writing by the CSD Director, or designee. All services shall be performed by SUBRECIPIENT and its staff. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

**D. Levels of Accomplishment – Goals and Performance Measures**

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State (25 CCR Section 8413).

**E. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY shall review the performance of SUBRECIPIENT in accord with the applicable provisions of SB 2 and its related implementing regulations, guidance and rules. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

**F. COUNTY Recognition**

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing PLHA funds made available under this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled or provided with signage as to funding source. In addition, SUBRECIPIENT shall include a reference to the support provided by COUNTY that is made possible with PLHA Program funds made available under this Agreement.

**II. TERM**

**A. Term and Time of Performance**

This Agreement shall begin on the date that this Agreement is executed (Operating Start Date) and shall terminate on the earlier of June 30, 2023 or when the PLHA funds awarded to SUBRECIPIENT in this Agreement are exhausted, unless suspended or terminated earlier or there are no PLHA funds available to the COUNTY for any reason (the "Term"). All work to be performed hereunder as described in the Scope of Services and that is funded with the PLHA award may commence on the Operating Start Date and shall be completed by June 30, 2023 (the "Award Time of Performance"). The Term and the Award Time of Performance may be extended upon written approval of the COUNTY as described in Section VI.E below.

**B. Close-outs**

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over PLHA funds, including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

**III. BUDGET**

The budget for SUBRECIPIENT's services, specifying PLHA-funded line items, is set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. Any amendments to the budget line items shall require prior written approval by COUNTY and SUBRECIPIENT.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the program guidelines. SUBRECIPIENT’s accounting records shall comply with Article V of the PLHA Final Guidelines. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT’s performance under this Agreement.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount of PLHA funds to be paid by COUNTY under this Agreement shall not exceed **\$100,000** during the Term of this Agreement. Payments to SUBRECIPIENT will be made on a reimbursement basis. Drawdowns for the payment of eligible expenses and documentation of eligible expenditures shall be made in accordance with the line item budgets specified in Exhibit B attached hereto. In accord with PLHA Guidelines, no less than once per quarter, but not more often than monthly, SUBRECIPIENT may request reimbursement for its expenditures and documented eligible expenditures. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request (Exhibit C) together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced, billed or deemed eligible except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the ESPR and supporting documents and in accord with state regulations shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT’s complete payment request. Expenses for which SUBRECIPIENT will seek reimbursement under this Agreement shall have been incurred within the Term of this Agreement; however, SUBRECIPIENT may submit a final ESPR for eligible expenses up to twenty days following the Term of this Agreement.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Notices may be sent by facsimile or other electronic means if the party to be noticed consents to the delivery of the notice by facsimile or such electronic means and if the party required to give notice delivers such notice via mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of personal 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.

Notices and other written communications concerning this Agreement shall be directed to the following representatives:

**COUNTY**

Dinah Lockhart, Deputy Director  
County of Santa Barbara  
Community Services Department/HCD  
123 E. Anapamu St., Second Floor  
Santa Barbara, CA 93101  
Office: (805) 568-3523  
dlockhart@sbccsd.org

**SUBRECIPIENT**

Jessica Wishan, Executive Director  
Habitat for Humanity of Southern Santa  
Barbara County  
PO Box 176  
Goleta, CA 93116  
jessicaw@sbhabitat.org  
(805) 453-9648

**VI. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with the requirements of the PLHA program, including the statutes (Health & Safety Code, §§ 50470 et seq.), program guidelines, and additional regulations and program

guidance as may be adopted from time to time. In addition, SUBRECIPIENT agrees to comply with the terms of the award under the grant agreement, applications, notices of award and all other applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the PLHA funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending PLHA funds provided under this Agreement.

**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. SUBRECIPIENT shall at all times remain an independent contractor with respect to 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 federal, state, 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: Federal Insurance Contributions Act (FICA) tax, unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance. In addition, SUBRECIPIENT understands and acknowledges that neither it nor its employees or subcontractors shall 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**

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

**D. Workers' Compensation**

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.

**E. Changes or Amendments**

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.

Any amendments to this Agreement must be approved by the Board of Supervisors and executed by the Chair of the Board, except the Director of the County's Community Services Department (CSD) or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY as follows:

1. The Director of CSD may approve changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each Budget line item, provided that the overall amount of the Budget is not increased; and (b) additions to or deletions of Budget line items; provided that all expenditures are eligible and that the overall amount of the Budget is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. The Director of Community Services may execute amendments that extend the Term or the Award Time of Performance or both by up to a maximum of 12 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 as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the PLHA Plan, PLHA Guidelines, and all other State regulations, notices, and other direction.
3. The Director of Community Services may approve 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.

#### **F. Suspension or Termination**

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or state regulations, including, but not limited to, the grant agreement, applications, or notices of award or any terms of the Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of PLHA funds provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermines the integrity of the PLHA Program, including, but not limited to, client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

COUNTY may withhold any payments due to SUBRECIPIENT until such time as the exact amount of damages resulting from SUBRECIPIENT's breach is determined.

##### **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.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments during the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and

COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is sent by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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.

- 3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
- 4. In the event that CONTRACTOR ceases or intends to cease to operate, (e.g., dissolution of corporate status, declaration of bankruptcy, etc.) SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations, but in any event no later than prior to ceasing operations.
- 5. If the State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

**G. STATE and COUNTY Enforcement of PLHA Program Requirements**

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of PLHA funds, and COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the state requirements or this Agreement.

**VII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards

SUBRECIPIENT agrees to comply with and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its program in accordance with Article V, Section 500 et seq. of the PLHA Final Guidelines. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Indirect Costs

SUBRECIPIENT may charge an indirect cost allocation to its grant under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the PLHA activity unless a higher limit for the indirect cost allocation has been previously approved.

4. Procurement

SUBRECIPIENT shall comply with the procurement requirements in Santa Barbara County Code Chapter 2, Article VI concerning the purchase of services, supplies or equipment and concerning the required maintenance of inventory and records for all services, equipment and supplies procured with funds provided herein.

5. Travel

SUBRECIPIENT shall obtain written approval from COUNTY for the use of any funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

**B. Documentation and Record Keeping**

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State regulations relating to the PLHA Program, including, but not limited to the PLHA and its related implementing regulations, guidance and rules, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of 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 supporting disbursements of PLHA funds for the performance of eligible activities;
- d. Records supporting the source and expenditure of eligible activities of PLHA;
- e. Financial records as required by Article V, Section 500 of the PLHA Final Guidelines; and
- f. Other records necessary to document compliance with applicable state and federal requirements.

2. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds from the Agreement under which a program participant was served are expended and the final payment for eligible expenses have been submitted to COUNTY by SUBRECIPIENT and have been paid by COUNTY. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes or other actions that involve any of the records and that have started before the expiration of the required



retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention 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 produced or 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

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 COUNTY or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, may be prohibited under federal or state law unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. COUNTY shall disclose any information required by state or federal law, unless there is an applicable exception.

5. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, State or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with Article V, Section 501 of the PLHA Final Guidelines and current COUNTY policy 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 State or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for possible audit for a minimum of five (5) years from the expiration date of this Agreement.

6. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, State 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 PLHA.

**C. Reports**

SUBRECIPIENT shall provide COUNTY with PLHA Quarterly Status Reports, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of October, January, April and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State.

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 5.105(a) and 24 CFR 576.407. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

**B. Affirmative Action**

1. Affirmative Outreach

SUBRECIPIENT shall make known that use of its facilities, assistance, and services are available to all on a nondiscriminatory basis in accord with 24 CFR 576.407(b). Pursuant to and in accord with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the President's Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

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

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As 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 that is 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. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women's business enterprises in lieu of an independent investigation.

3. Subcontract Provisions

SUBRECIPIENT will include the provisions of Titles VI and VII of the Civil Rights Act of 1964, as amended, in every contract, subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors, subcontractors and vendors.

**C. Employment Restrictions**

1. Prohibited Activity

SUBRECIPIENT is prohibited from using PLHA funds provided herein or personnel employed in the performance 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.

2. Labor Standards Requirements

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

**D. Conduct**

1. Assignability

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 so 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 SUBRECIPIENT from 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

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of such agreement. A Contractor or subcontractor is not eligible to receive PLHA funds if the Contractor is not licensed and in good standing in the State of California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

b. Monitoring

SUBRECIPIENT will monitor all contracted and subcontracted services on a regular basis to assure compliance with this Agreement. 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. SUBRECIPIENT shall retain all written reports and submit such reports upon COUNTY's request.

c. Content

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 by a contractor or subcontractor for that contractor's or subcontractor's performance of this Agreement.

e. Insurance

SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement comply with minimum State-required Worker's Compensation insurance and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions

3. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed, under this Agreement, shall be in any way or to any extent used for or 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. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of the PLHA Final Guidelines, which include, but are not limited to, the following:

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by PLHA funds.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by PLHA 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 PLHA-funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the PLHA-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the PLHA-funded activity, or with respect to the proceeds derived from the PLHA-funded activity, either for themselves or those with whom they have business or 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 COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, and/or State 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 materials, works or inventions for governmental purposes.

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

**A. California Environmental Quality Act**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR 576.407, subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407, subdivision (d), and completion by the State of all applicable review and approval requirements.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable, then such provision shall be deemed severable from the remaining provisions hereof, and, 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.

**X. 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.

**XI. WAIVER**

COUNTY's delay or 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 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.

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the 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 the future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or change by any oral agreements, course of conduct, waiver or estoppel.

**XIII. 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.

**XIV. TIME IS OF THE ESSENCE**

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

**XV. 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 COUNTY desires.

**XVI. 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 the County of Santa Barbara, if in federal court.

**XVII. 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.

**XVIII. 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 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.

**XIX. PRECEDENCE**

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

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Joan Hartmann  
Chair, Board of Supervisors

Date: \_\_\_\_\_

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

COMMUNITY SERVICES DEPARTMENT

DocuSigned by:  
*Robert Geis*  
By: \_\_\_\_\_  
Auditor-Controller

DocuSigned by:  
*George Chapjian*  
By: \_\_\_\_\_  
George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

SUBRECIPIENT: HABITAT FOR HUMANITY OF  
SOUTHERN SANTA BARBARA COUNTY

DocuSigned by:  
*Rachel Van Mullem*  
By: \_\_\_\_\_  
Deputy County Counsel

DocuSigned by:  
*Lora Fisher*  
By: \_\_\_\_\_  
Lora Fisher  
Board Director

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
Risk Manager

## EXHIBIT A

**Scope of Services**

## Permanent Local Housing Allocation Funding

This Scope of Work is attached to and incorporated into the PLHA Subrecipient Agreement between COUNTY and Habitat for Humanity of Southern Santa Barbara County (SUBRECIPIENT).

<b>Project Title:</b>	Home Repair Program
-----------------------	---------------------

**A. INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and Habitat for Humanity of Southern Santa Barbara County ("SUBRECIPIENT") as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section I of the Agreement.

**B. PROJECT DESCRIPTION**

**1. Purpose:** The purpose of SUBRECIPIENT's Home Repair Program is to provide critical repairs to low-income homeowners in southern Santa Barbara County. Eligible repairs include, but are not limited to: doorway widening to accommodate wheelchairs, bathroom adaptations, kitchen repairs, roof replacement, replacement of deteriorated exterior stairways, adding handrails to stairways, installation of accessible showers, replacing furnaces, and weatherization repairs of windows and doors. The maximum cost per home shall not exceed \$20,000, which will be provided as a grant to the homeowner. It is estimated that the actual repair costs per home will be \$10,000-\$20,000, depending on the needs and scope of the project. SUBRECIPIENT shall leverage community support for donations of in-kind materials and professional labor. The program assists eligible low-income individuals, families, and seniors to remain safely in their homes by providing necessary home repairs, accessibility adaptations, and aging-in-place modifications for homeowners. Repairs are prioritized as they relate to improving health and safety for homeowners.

All activities shall be carried out in accordance with SUBRECIPIENT's Home Repair Program Selection Policy & Operating Manual, attached and incorporated herein as Exhibit F. This manual may be updated from time to time by SUBRECIPIENT's Board of Directors in consultation with COUNTY staff.

a. **Services:** SUBRECIPIENT's Home Repair Program shall provide critical home repairs to an estimated 6-10 income-qualified households. Eligible repairs include, but are not limited to: doorway widening to accommodate wheelchairs, bathroom adaptations, kitchen repairs, roof replacement, replacement of deteriorated exterior stairways, adding handrails to stairways, installation of accessible showers, replacing furnaces, and weatherization repairs of windows and doors.

b. State Regulatory Information

The PLHA-funded program shall operate in compliance with the PLHA Plan, specifically §301(a)(2) Rental and Homeownership housing.

c. **Eligible Geographic Area:** All homes repaired with funds under this Agreement must be located in Habitat for Humanity of Southern Santa Barbara County's service area, which is



defined as the area within Santa Barbara County south of the Santa Ynez Mountains; however, homes within the City of Santa Barbara city limits are ineligible for County funding.

## 1. Levels of Accomplishment

GOALS: SUBRECIPIENT shall provide the following levels of services during the term of the Agreement:

Services	Goal
Estimated total unduplicated number of households served	6-10

PERFORMANCE MEASURES: SUBRECIPIENT shall meet the following performance measures during the term of the Agreement:

Services	Goal
Provide critical home repairs	Critical repairs identified in Section B.1. shall be completed to a high standard of workmanship with qualified workers who are properly licensed as may be required by their trade.

## 2. DATA COLLECTION AND REPORTING

### 1. General

SUBRECIPIENT must collect data in accordance with the PLHA Program Guidelines.

SUBRECIPIENT shall provide requested data in accordance with PLHA Program Guidelines and as requested by the County of Santa Barbara. SUBRECIPIENT shall collect information on the home repairs provided to each beneficiary, including: the property address; description of repairs provided; income level; whether the beneficiary is a senior, veteran or disabled; and, demographic information voluntarily provided and authorized by the beneficiary.

### 2. Report Schedule

SUBRECIPIENT must provide Status Reports that are due according to the following schedule:

Period	Due Date
April 1 – June 30, 2022	July 20, 2022
July 1 – September 30, 2022	October 20, 2022
October 1 – December 31, 2022	January 20, 2023
January 1 – March 31, 2023	April 20, 2023
April 1 – June 30, 2023	July 20, 2023

COUNTY's disbursement of funds is contingent upon its receipt of SUBRECIPIENT's Status Reports.

### 3. Report Content

SUBRECIPIENT's Status Reports must contain the following:

- a. Subrecipient Report generated by Habitat for Humanity of Southern Santa Barbara County;
- b. Data on goals and permanent measures as set forth in Section B, above;
- c. Data on funding received for the project from all sources; and
- d. Signature of SUBRECIPIENT's Executive Director or designee attesting to the accuracy of the information submitted.

**Exhibit B****PLHA BUDGET****1. Project Budget**

	<b>COUNTY PLHA</b>
<b>CONSTRUCTION</b>	
Construction Costs, Labor Materials, Supplies	\$92,500.00
Permits/Fees/ Related	\$7,500.00
Salaries, Benefits, payroll	
<b>Total Project Budget</b>	<b>\$100,000.00</b>

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

**2. Timeline**

Item	Milestone	Completion Date
A	Funding Available for Project	May 2022
B	Contract Award	May 2022
C	Implementation Begins	May 2022
D	50% Complete	October, 2022
E	Project Completion	May/June, 2023
F	Final Billing Submitted	July 15 for the period ending June 30, 2023

This timeline may be revised from time-to-time. Revisions or project delays must be communicated to County HCD staff. The project must be completed and all project expenditures reimbursed with PLHA funds by June 30, 2023.

**3. Draw Requests**

Draw requests must include:

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

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

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

**FY 2022 - 23**  
July - June

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

**Agency Name** Habitat for Humanity of Southern Santa Barbara County  
**Program Name** Home Repair Program  
**Address** PO Box 176, Goleta, CA 93116  
**Contact Person** Jessica Wishan  
**Phone** 805-692-2226  
**Email** jessicaw@habitatlb.org

**Invoice/Request #** \_\_\_\_\_ *Revised*   
**Date Submitted** \_\_\_\_\_  
**Check one:** CDBG  HOME  PLHA   
**IDIS #** \_\_\_\_\_  
**HCD Project #** \_\_\_\_\_  
**PO/Contract No** \_\_\_\_\_ **Expiration Date** June 30, 2023  
**Report Period:** (enter month for capital projects and quarter for public services)  
 Month  Qtr 1 (July - Sep)  Qtr 2 (Oct - Dec)  
 Quarter  Qtr 3 (Jan - Mar)  Qtr 4 (Apr - Jun)

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

**I. GRANT BUDGET AND EXPENDITURES**

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 Construction costs	Homeowner Improvements	\$92,500.00	\$ -	\$ -	\$ 92,500.00
Cat. 2 Permits/Fees/Related	Construction related permits and fees for homeowner assistance	\$7,500	\$ -	\$ -	\$ 7,500.00
Cat. 3 -		\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000.00</b>

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

**Certification:**

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

**Manager / Fiscal Officer**

Name \_\_\_\_\_ Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**Administrator / Executive Director**

Name \_\_\_\_\_ Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Public Service programs: Payment requests are due for each quarter by the **10th** of the month following quarter end.

Capital Projects: Payment requests are due monthly by the **10th** of the month following the reporting month.

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

County of Santa Barbara  
 Habitat for Humanity of Southern Santa Barbara County Home Repair Program  
 Project Status and Completion Report

Today's Date \_\_\_\_\_

Funding Source: \_\_\_\_\_

Project Address: \_\_\_\_\_

1 Provide the dates that the following activities were completed:

	Start of work
	Work completed
	Final Inspection by local code/building department if required, or by Habitat staff

2 Provide 1 - 3 before/after photos showing the Project's impact

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

4 Please list number of households served by demographics:

*Add additional rows as needed*

*Do not enter data in shaded cells*

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

Households by income

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

	0	0	0	0	0
<b>TOTAL</b>					

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

**# Hispanic**

White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & white					
Asian & White					
Black/African American & White					

	0	0	0	0	0
<b>TOTAL</b>					

No. female headed households	
No. seniors (65+) served	
No. disabled persons served	

No. veterans served

**Lead Paint Requirements**

Housing constructed before 1978

Exempt: Housing constructed 1978 or later

Exempt: No paint disturbed

Otherwise exempt


**Lead Hazard Remediation Actions**

Lead Safe Work Practices (Hard costs <= \$5,000)

Interim Controls or Standard Practices (Hard costs \$5,000 - \$25,000)

Abatement (Hard costs > \$25,000)


Report prepared by:

---

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

Signed

\_\_\_\_\_  
Executive Director (non-profit)

*HCD reserves the right to revise the format of the report to comply with State and local requirements.*

SAMPLE

*Total must  
equal total  
below*

# **Exhibit F: Habitat for Humanity Home Repair Program Selection Policy & Operating Manual**



## **Home Repair Program**

**Habitat for Humanity of Southern Santa Barbara County**

*Selection Policy & Operating Manual*



Approved by the Habitat for Humanity of Southern Santa Barbara County Board of Directors on 9/30/2021.

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## Introduction

Established in 2000, Habitat for Humanity of Southern Santa Barbara County (Habitat Santa Barbara) is a local nonprofit that helps individuals and families build and improve a place to call home. We work towards our vision by building strength, stability, and self-reliance in partnership with families in need of decent and affordable housing. Habitat Santa Barbara eliminates substandard housing through constructing, rehabilitating, and preserving homes; by advocating for fair and just housing policies; and by providing access to resources and training to help families improve their housing conditions.

Habitat's Home Repair Program invests in the stability of our community by way of partnering with local income-qualifying homeowners. The following document outlines the Policies and Procedures related to this program to ensure that our selection processes maintain fairness, consistency, and clarity as we evaluate and partner with individuals and families. This document may be updated regularly with board approval, to support the continued improvement as needed.



# Home Repair Selection Policy

**(INTERNAL DOCUMENT ONLY)**

*Approved on 9/30/2021*

## Application & Eligibility

Eligibility for Habitat for Humanity's Home Repair Program is determined according to the following principles, which are partially outlined below:

1. Verified homeownership
2. Financial need (Total household income is at or below 80% AMI)
3. Owner-occupied property
4. Clear willingness to partner
5. Scope of work in line with property eligibility and applicant eligibility

Habitat for Humanity of Southern Santa Barbara County will not determine eligibility according to race, color, religion, sex, national origin, sexual orientation, gender identity, marital status, or familial status/size.

## Verify Homeownership (Required Documentation)

- A. Deed of trust for the property or title to the manufactured home
- B. Proof of Mortgage Payment, if applicable
- C. Proof of valid Homeowner's Insurance and current in premium payments
  - i. With written approval by CEO, Habitat Santa Barbara may make an exception to move forward with a home that does not have insurance after evaluation but **not** for government funded projects.
  - ii. With written approval by CEO, Habitat Santa Barbara may cover up to \$1,500 of administrative costs including homeowners' insurance for one year, updating trust documents, etc. especially as it relates to reducing liability or helping a homeowner become eligible for Habitat's Home Repair Program.
  - iii. If property is in a FEMA flood zone, proof of Flood Insurance will also be required
- D. Proof of Paid Property Tax, if applicable

## Define Financial & Structural Need (Income & Home Condition)

- A. Identifying need according to Income
  - i. Verify homeowner total household income to be at or below 80% AMI
    - i. Income documentation must be verified for all homeowners (i.e. those listed on the title to the home or the deed to the property).





- ii. Room renters's income is not included in household income. However, the rental income the homeowner(s) receive(s) would be included in their total household income.
  - iii. Required documentation, as applicable:
    - 1. Earned Income
      - a. Two recent, consecutive paystubs
      - b. Previous two years federal and state income tax returns
      - c. Self-Employment Income
        - i. Year-to-Date profit/loss statement
        - ii. Previous two years federal and state tax returns
      - d. Statement of no income
    - 2. Unearned Income:
      - a. Social security award letter
      - b. Retirement benefit statement
      - c. Veteran's benefit statement
      - d. Unemployment insurance award letter
      - e. State disability benefit statement
      - f. CalWorks/CalFresh award letter
      - g. Final divorce decree
      - h. Child Support
    - 3. Assets
      - a. Three months of consecutive checking and savings bank account statements showing transactions
      - b. Total liquid assets cannot exceed \$50,000 for a household of two people. Liquid assets are defined as assets easily converted into cash, such as Treasury Bills, money market funds, certificates of deposits, bank deposits, and stocks. No retirement accounts, automobiles or primary residences shall be included in the computation of liquid assets.
      - c. Based on evaluation of assets, additional information may be needed.
      - d. On a very limited case-by-case basis, CEO may approve project as an exception to extenuating circumstances. Written approval must be obtained.
- B. Identifying need according to home condition, whereby the home's condition may negatively impact an individual or household's overall health and wellness due to living conditions:
- i. Structural deficiencies
  - ii. Code violations
  - iii. Safety hazards
  - iv. Accessibility / livability challenges
  - v. Individual or household unable to perform repairs themselves
  - vi. Neighborhood blight

## Define Willingness to Partner

- A. Interacting honestly with Habitat Santa Barbara staff members & volunteers
- B. Maintaining a respectful and agreeable attitude while working with Habitat Santa Barbara staff & volunteers
- C. Meeting deadlines for submission of paperwork
- D. Homeowner(s) agree to and sign Homeowner Agreement, Subcontractor's Agreement (as needed) and scope of work prior to beginning improvements or repairs.
- E. Homeowner(s) will sign "Certificate of Completion" document once services rendered are fulfilled
- F. Homeowner(s) partners with Habitat Santa Barbara by way of performing sweat equity to the extent that is appropriate (immediate family member may also perform this requirement)
- G. Homeowner(s) agrees to communicate promptly with Habitat staff throughout the project.
- H. Homeowner(s) agrees to the Scope of Work defined by Habitat staff. There will be no expectations of additional work unless otherwise stated in writing.
- I. Homeowner(s) agrees and intends to live in repaired home for a minimum of 5 years after completion, or longer depending on cost.
  - a. For home repair projects that incur costs more than \$20,000, a Deed of Trust will be recorded against the property.
  - b. A property may be required to be owner-occupied for more than five years if more than \$10,000 is spent on repairs.

## Define Appropriate Scope of Work

- A. Scope of Work must be reasonable to accomplish according to the affiliate's personnel and financial resources
- B. Scope of Work and selection of projects will be determined according to affiliate financial ability and grant structures supporting project focus areas which may influence specific geographic regions. Scope, budgets & procedures may change according to private or public funding and grant requirements.
- C. Scope of Work may vary based on available funds, type of funds and partner's willingness to stay in the home; private dollars versus government funding influence these parameters
- D. Scope of Work may not include the following activities as it is in violation of safety policies. The following projects are prohibited, unless the work can be done using a licensed and insured subcontractor:
  - i. Roofing projects
  - ii. Projects pertaining to hazardous substances including, but not limited to, mold, asbestos, lead paint, etc.
  - iii. Projects that may be a threat to volunteer health and/or safety.
- E. Scope of Work may not displace individuals and/or household or cause them unnecessary hardship during the construction process. If the repairs needed cause displacement, Habitat Santa Barbara will find lodging/hotel for the duration of construction.



- F. Maximum cumulative spending on one home is \$20,000. On rare instances, exceptions may be made on a case-by-case basis depending on funding. Exceptions will be approved by CEO.
- G. Any questions regarding scope of work can be managed on a case-by-case basis in accordance with all policies and considered for approval by Habitat Santa Barbara's CEO.
- H. Habitat may proceed with an expedited approval process when home repairs for an individual and/or household is anticipated to total to less than \$ 1,000 per home.
  - i. Expedited approval process may include limited income and asset verification.

## Application Status

### A. Acceptance

- i. If homeowners are determined to fulfill Habitat Santa Barbara's Objective Criteria- financial need, willingness to partner, and appropriate scope of work- they will be internally approved as eligible as a Habitat Santa Barbara partner Individual and/or household. Confirmation and external approval are dependent upon budget / project scope approval by Habitat Santa Barbara's CEO & Finance Department. All necessary documents must be submitted to Habitat for review and approval of program eligibility.
- ii. Following internal approval based on selection policy guidelines, Habitat Santa Barbara staff may decide the cadence of scheduling of projects, in accordance with homeowner need, program calendar, volunteer availability, availability of specialized/professional labor, and project appropriateness.
- iii. Per HFHI Policy 19 and Policy 33, a Sex Offender Registry Check is required on all homeowners and any other adult household members of the home to be repaired
  - a. Habitat Santa Barbara reserves the right to recheck sex offender status throughout the home repair service. Any person who does not consent to a sex offender registry check will not be permitted to become a partner individual and/or household
  - b. A sex offender registry finding may disqualify an applicant from service with Habitat Santa Barbara. However, homeowners and/or households will not be barred from home repairs based solely on a sex offender finding. Each application will be handled on an individual basis to determine if the information on the report calls for disqualification based on the following criteria:
    - 1. Nature of the conviction and whether children were involved
    - 2. Time elapsed since the offense
- iv. Confirmation will be extended by way of homeowner phone call and formal acceptance letter on organization letterhead. A site visit/home inspection is not reflective of an approved application.

### B. Denial

- i. Should a homeowner neglect to comply with the following conditions for approval: financial need, willingness to partner, or reasonable scope of work, they may be denied by the affiliate.





- ii. An eligibility denial letter will be sent to the individual and/or household on organization letterhead acknowledging the reasons for denial and, if possible, alternative resources to fulfilling their needs
- C. Deselection
- i. Throughout the process of being confirmed as a Habitat Santa Barbara Partner individual and/or household, it is possible that an individual and/or household may need to be deselected. This may occur if an Individual and/or household violates any of the conditions of approval (financial need, willingness to partner, or reasonable scope of work) or refuses to comply with Habitat Santa Barbara's due diligence practices (i.e. Homeownership Agreement, Sweat Equity agreement, etc.).
  - ii. Deselection of a partner individual or household will be notified by way of a call from Habitat staff and a formal letter on organization letterhead.
- D. Inactive Status
- i. Should a homeowner be unresponsive to communications by the affiliate, the affiliate must take the following actions to identify homeowner intent:
    - a. Phone Call
    - b. E-mail (if no response to phone call)
    - c. Letter (if no response from phone call/ email)
  - ii. If communication is unsuccessful, the homeowners will be categorized as inactive, and this information (with communication log) will be kept in their file.

## Application Management

A review of applicants will be completed on an ongoing basis, and site visits made when resources allow; preferences may be made as a combination of application date as well as life safety urgency. Confirmation or decline may be influenced by volume of waitlist, and available resources to address the needs.

There are several factors which influence how long a person may have to wait before receiving repair assistance:

1. Date & time application is submitted: Applications are prioritized according to date and time
2. Eligibility principles including life/safety urgency of request.
3. Funding Availability, including geography related to funding criteria.
4. Availability of licensed contractor/subcontractor, when needed, to perform the required scope of work.

The combination of these factors determines how long it will take, and who is next, to receive home repair assistance. It is important to remember that while an applicant may have an urgent need for housing and may qualify for eligibility, they will still have to wait until their name is reached and resources are available to provide the support.

All Personal Identifiable Information (PII) about applicants and homeowners is kept in a locked filing cabinet. All staff and volunteers who review PII pass a criminal background check. Organization will constantly monitor security of IT systems electronic data safety.



# Home Repair Operating Manual

## Internal Operational Procedures

### Inquiry

- A. Phone screening:
- i. Habitat staff or Family Services Committee (FSC) volunteer will conduct phone screening with interested candidates to determine program eligibility
    - i. Financial eligibility
    - ii. Geographical eligibility
    - iii. Owner-occupied property
    - iv. Willingness to partner
    - v. Scope of work requested
  - ii. If phone candidate is deemed eligible, candidates will be asked to submit full Home Repairs Application including all requested supporting documents.
  - iii. If phone candidate is deemed ineligible, candidates will be informed as to why they are not eligible.
  - iv. All inquiries are tracking on the \_Home Repair Master Data spreadsheet
- B. And / or Home Repair Application:
- i. Candidates may start with the full application on Habitat Santa Barbara's website instead of having an initial phone screening.
  - ii. Candidate to submit complete Home Repair Application including all requested supporting documents.

Note: Support and resources regarding requests for reasonable accommodation may be made available to any individuals who experience barriers in completing an application.

### Eligibility and Project Approval

- A. Initial Application Review
- i. Using the Home Repair Selection Policy, Habitat staff or FSC volunteer determines whether an applicant is deemed eligible or ineligible using the Home Repair Application Checklist & Review form.
  - ii. Use the following website to perform Sex Offender Registry Check <https://www.meganslaw.ca.gov/mobile/Disclaimer.aspx>
  - iii. If at any point in the application process an applicant is deemed ineligible, the applicant will be notified via Denial Letter with an appropriate reason and/or explanation for denial per Habitat Santa Barbara's Home Repair Selection Policy.
- B. Home Visit / Walkthrough Inspection



- i. If basic qualifications are met, a home walkthrough will be scheduled with the homeowner where the COVID Risk Agreement is signed with a minimum of two Habitat Santa Barbara Representatives (representatives can include qualified volunteers). The COVID Risk Agreement must be signed prior to **all** entries into applicant or Habitat Santa Barbara Partner homes indefinitely.
  - ii. These two representatives will meet the homeowner, clarify program details and expectations, and perform a walkthrough of the home using the Home Repair Walkthrough Inspection Form to assess need, scope of work, permits and budget.
  - iii. Goal of Home Inspection:
    - a. Identify Scope of Work & accompanying measurements / plans.
    - b. Identify potential volunteer hazards.
    - c. Identify anything that must be addressed prior to approval of project.
    - d. Identify irregularities between application and onsite inspection.
    - e. Determine life/safety urgency.
  - iv. Representatives should take pictures of any areas that may be eligible for the Home Repairs Program.
- C. Create Scope of Work & Budget
- i. If an applicant is still eligible for the program, a scope of work and project budget is created using the Home Repair Project Spreadsheet.
  - ii. If a permit/licensed work is needed:
    - a. Habitat will receive or request three bids from qualified licensed and insured subcontractors who will provide a current W9 form, and a certificate of insurance listing "Habitat for Humanity of Southern Santa Barbara County" as additionally insured.
    - b. After the competitive bidding process takes place, Habitat may move forward with previously selected subcontractors from the Request for Qualifications or may use subcontractors who is listed on Habitat's preferred vendor list.
    - c. Three bids from potential subcontractors are not necessary if the total repair cost is less than \$ 1,000 for reasons of efficiency and execution. Projects at \$500 or less will not be government subsidized.
  - iii. Schedule home visit with the chosen contractor/subcontractor to get final bid, if not already provided.
  - iv. Hazardous Substances: Mold, Asbestos, lead-based paint
    - a. Ongoing monitoring and collaboration with experts will be performed to ensure compliance with laws and standards set in place by the California Department of Public Health, Habitat for Humanity International, California State Licensing Board, Occupational Safety & Health Administration, U.S. Department of Housing & Urban Development, and the California Department of Industrial Relations regarding mold, asbestos and lead-based paint.
      1. Resources include but are not limited to the following:





- a. <https://www.cdph.ca.gov/Programs/CCDCPHP/DEODC/CLP/PB/Pages/LRCRegs.aspx>
- b. [https://admin.publichealth.lacounty.gov/eh/TEA/ToxicEpi/ToxicEpi\\_Docs/Mold%20In%20My%20Home\\_2009.pdf](https://admin.publichealth.lacounty.gov/eh/TEA/ToxicEpi/ToxicEpi_Docs/Mold%20In%20My%20Home_2009.pdf)
- c. <https://www.dir.ca.gov/dosh/acru/acruinfo.htm>

#### D. Approval of Project

- i. If applicant scope of work and project budget is within the Home Repairs Program parameters, the internal Approval Form must be submitted to Director of Finance and CEO for review and approval.
- ii. If Approval Form showing budget, applicable bids, and scope of work is approved, Habitat will officially confirm homeowner as a Habitat Santa Barbara Partner individual and/or household by notifying them.
- iii. All repairs will be performed in compliance with laws and standards set in place by the California Department of Public Health, Habitat for Humanity International, California State Licensing Board, Occupational Safety & Health Administration, U.S. Department of Housing & Urban Development, and the California Department of Industrial Relations.
- iv. CDBG Funding Approvals
  - a. Eligible homes include those located in Habitat for Humanity of Southern Santa Barbara County's service area, which is defined as the area in Santa Barbara County south of the Santa Ynez Mountains; however, homes within the city of Santa Barbara city limits and homes within the city of Goleta city limits are ineligible to receive County funding.
  - b. Submit reports to the County on completed homes and include each address, description of work completed, funding amount, and sample before and after photos.
  - c. Submit payment requests on County's form of Expenditure Summary and Payment Request (ESPR) for homes for which the work has been completed. County will not accept payment requests for a home until the work is complete.
  - d. National Environmental Policy Act, (NEPA) Review by County HCD.
    1. Completion of Tier I NEPA review for the broad level program area.
    2. Tier II – Site Specific NEPA Reviews
      - a. Habitat staff to provide pictures of each property and scope of work to HCD to complete the Tier II environmental review
      - b. Habitat cannot move forward with project until receipt of "Notice to Proceed" for submitted properties for Tier II environmental review
      - c. Santa Barbara County to consult with State Historic Preservation Office (SHPO) prior to the start of repair work (may take up to 30 days for a SHPO response).



- v. PLHA Funding Approval
  - a. The program falls under Eligible Activity No. 301(a) (2) of the State of California Permanent Local Housing Allocation Program.
  - b. Eligible homes include those located in Habitat for Humanity of Southern Santa Barbara County's service area; however, homes within the city of Santa Barbara city limits are ineligible to receive County funding.
  - c. Homes located in the City of Goleta shall first utilize PLHA funds allocated to the City of Goleta for which the County is the PLHA Consortium lead entity and responsible for administering the funds. After Goleta funds are exhausted, Habitat may use County PLHA funds for homes located in the City of Goleta.
  - d. Submit reports to the County on completed homes. Report separately on homes completed within the city of Goleta in order that HCD may report to the city of Goleta on the use of its allocation of PLHA funds. Each report must include a description of the work completed, funding amount, and several before and after photos.
  - e. Submit payment requests on County's form of Expenditure Summary and Payment Request (ESPR) for homes for which the work has been completed. County will not accept payment requests for a home until the work is complete.
  - f. Submittal of Reports and Payment Requests identified and required under subsections (d) and (e) above, shall indicate whether the report and funding are related to eligible homes located in unincorporated Santa Barbara County or within the city of Carpinteria, OR if in the City of Goleta for its respective allocation of PLHA funds, which the County administers as lead entity.

## Project Preparation

- A. Before any work is performed, Habitat Santa Barbara and the homeowner must sign the Homeowner Agreement & Scope of Work. If subcontractor is being used, they must sign Habitat Santa Barbara's Home Repair Contract for Subs prior to any work beginning. Additional Scope of Works may be added to Homeowner Agreements.
  - a. If an adjustment to the Scope of Work is needed, the existing Scope of Work can be voided and replaced with a new one with Habitat Santa Barbara and Homeowner's signatures. If subcontractor is being used, they must sign Habitat Santa Barbara's Home Repair Contract for Subs prior to any work beginning
- B. Project Manager to work with Director of Finance and Operations to ensure coverage of project.
- C. Habitat staff will gather marketing materials: people photos, description of repair needs and testimony from the homeowner about why they want to be a Habitat Santa Barbara partner. "Before" photos of the home are taken in detail and saved electronically.





- D. As needed, have Project Manager and/or licensed and insured subcontractor review all testing per EPA standards to ensure home is safe to begin work.
- E. Timeline
  - a. Project Manager will identify the appropriate scheduling of approved projects based on need and available resources.
  - b. Project Manager will then coordinate with subcontractors, and homeowner to create a timeline for the project. Ops/Vol Coordinator will coordinate with volunteers.
- F. Technical improvements to the homes will be conducted by licensed professionals while beautification work and unprofessional labor may be improved with support of volunteers. No subcontractors will be responsible for supervising volunteers – Habitat will supervise.
- G. Fund Development Plan
  - a. If relevant, develop a fund development plan to support any projects not underwritten with government funding.

## Project Execution

- A. Execute Project within agreed upon timeline and within agreed upon Scope of Work & Budget unless written approval is granted by CEO (in conjunction with the Director of Finance).
- B. Project must be executed in adherence to all standard building codes & permitting requirements.
- C. All contractors and subcontractors must be licensed and insured.
  - a. To check license status, visit [CSLB.CA.gov](http://CSLB.CA.gov).
    - i. Print/Save a PDF of the results page
  - b. All contractors and subcontractors must not be listed as “Excluded Parties,” on the federal System for Award Management ([SAM.gov](http://SAM.gov)) website.
    - i. Print/Save a PDF of the results page
- D. Update [Home Repairs Project Budget spreadsheet](#) as the project continues.
- E. Capture program through photos, quotes, and written summaries; publicize work in community to promote funding for current and future projects.

## Project Closeout

- A. Homeowner to sign Certificate of Completion (included in [Homeowner’s Agreement](#)) once Scope of Work has been completed
- B. Submit project review and final expense reports to CEO and Director of Finance for final review.
- C. For marketing, request an “after” statement reflecting improved quality of life from homeowner(s) and take “after” pictures.

## Project Management

- A. All inquiries are added to Home Repairs Master Data spreadsheet with all information to track candidate and applicant data, including demographics information for reporting.
- B. Save all materials in appropriate electronic and hard copy files.
- C. Update Conversation Log as Habitat staff communicates with applicant.
- D. Develop realistic timelines that the homeowner can understand, and that, as needed, can be supported by a volunteer recruitment plan created by the Ops/Vol Coordinator. For scheduling purposes, utilize corporate groups as much as possible, with ongoing volunteers positioned as Crew Leaders when it is safe and appropriate to do so.
- E. All engagement and activities at all levels will adhere to relevant COVID-19 safety protocols and in compliance with health standards.

## Role of Family Services Committee:

- A. Family Services Committee volunteers play a supplemental role to improve capacity and relationship building with homeowners, including assessment, screening, and referrals to partner agencies.
  - a. For a full list of FSC duties and responsibilities, see Family Services Committee Job Description document.



## External Operational Procedures

### Application Inquiries

- A. Habitat Santa Barbara shall respond to applicants within a reasonable window of time to provide quality customer service.
- B. All communication will be kept up to date and comply with HUD's Fair and Equal Housing Act, protecting people from discrimination, including use of Equal Housing Lender insignia.

### Outreach & Marketing

- A. When possible, outreach should be conducted in partnership with local non-profit agencies (spanning our service area) as a referral system for applicants across Southern Santa Barbara County.
- B. Outreach to prospective home repair applicants is conducted in alignment with the Fair Housing Marketing Plan for the Home Repair Program. See the plan for additional details.
- C. Outreach & marketing is tracked using the Outreach, Advertising, Vendors, Etc. spreadsheet.

### Request for Qualifications for Licensed & Insured Subcontractors

- A. Habitat Santa Barbara will secure at least three subcontractors using the Request for Qualifications (RFQ) document in areas of construction where it is needed most frequently.
- B. Habitat Santa Barbara will prioritize outreach to Minority / Women-owned and small businesses.
- C. All vendors will go through a competitive bid process.
- D. If CDBG funding will be used, Habitat Santa Barbara must submit County documents with RFQ to the candidate subcontractors, and Habitat Santa Barbara must receive written confirmation that the subcontractor is aware of federal requirements and will comply.



## Other Program Parameters

All standards and procedures will be in compliance with the Repairs AOM, U.S. Affiliated Organization Policy Handbook, Human Resources Manual, OSHA Standards, HFHI Policies, Competent Person Training, and other operational guidance provided by Habitat for Humanity of Southern Santa Barbara County and Habitat for Humanity International. The Repairs Affiliate Operations Manual (referenced above) is one of a series of 10 volumes outlining the core operations for U.S. Habitat affiliates. The other titles in this series are Advocacy, Construction, Construction Safety, Financial Policies and Procedures, Homeowner Selection, Homeowner Support, ReStores, Resource Development, and Volunteer Management. The full collection is available at [my.habitat.org/kc/aom](http://my.habitat.org/kc/aom).

\* This document is subject to change as needed to support the effective running of the HFHSSBC's Home Repair Program. Changes must be approved by CEO & Board of Directors.



Equal Housing Opportunity Statement: We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

## EXHIBIT E

### Indemnification and Insurance Requirements (For Construction Contracts)

#### INDEMNIFICATION

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

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT'S insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the SUBRECIPIENT'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – **SUBRECIPIENT hereby agrees to waive rights of subrogation which any insurer of SUBRECIPIENT may acquire** from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the SUBRECIPIENT shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the SUBRECIPIENT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – SUBRECIPIENT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT'S obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required



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

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

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

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