

**SANTA BARBARA COUNTY AMERICAN RESCUE PLAN ACT SUBRECIPIENT  
AGREEMENT WITH  
THE FUND FOR SANTA BARBARA  
FOR UPDATING THE CENTRAL COAST REGIONAL EQUITY STUDY AND EQUITY  
DIGITAL TOOLS**

AGREEMENT BETWEEN  
THE COUNTY OF SANTA BARBARA  
AND SUBRECIPIENT, THE FUND FOR SANTA BARBARA

**THIS SUBRECIPIENT AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **The Fund for Santa Barbara** with an address at **1219 State Street, Santa Barbara, CA 93101** (hereafter SUBRECIPIENT) wherein SUBRECIPIENT agrees to provide and COUNTY agrees to accept the services specified herein to Santa Barbara County residents who have suffered a negative economic impact from the COVID-19 pandemic.

**WHEREAS**, on March 11, 2021, the America Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) programs which provided the COUNTY funding to respond to the economic and public health impacts of COVID-19 and to contain impacts on local communities, residents, and businesses;

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

**1. DESIGNATED REPRESENTATIVE**

Lindsay Walter at phone number (805) 568-3407 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Marcos Vargas ([mvargas@fundforsantabarbara.org](mailto:mvargas@fundforsantabarbara.org)) and Patricia Solorio ([psolorio@fundforsantabarbara.org](mailto:psolorio@fundforsantabarbara.org)) is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES**

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

To COUNTY: Lindsay Walter, County of Santa Barbara, 105 E. Anapamu Street, Ste. 405, Santa Barbara, CA 93110

To SUBRECIPIENT: Marcos Vargas, The Fund for Santa Barbara, 1219 State Street, Santa Barbara, CA 93101

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

**3. SCOPE OF SERVICES**

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

#### **4. TERM**

SUBRECIPIENT shall commence performance upon execution of agreement and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by COUNTY or unless earlier terminated.

#### **5. ELIGIBLE COSTS**

A. Only costs incurred relating to the scope of work described in Exhibit A and incurred during the SLFRF Eligible Costs Timeframe, as set forth in 31 CFR § 35.5 and the Treasury's SLFRF Compliance and Reporting Guidance (Guidance), are eligible for reimbursement in accordance with the Budget attached hereto and incorporated as Exhibit B. The dissemination of SLFRF funds by COUNTY shall only occur after COUNTY reviews SUBRECIPIENT's reimbursement request(s) to ensure that expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified by ARPA.

B. SUBRECIPIENT agrees that total incurred eligible expenses to be reimbursed by COUNTY under this Agreement shall not exceed \$50,000 (Total Maximum Contract Amount).

C. 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.

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

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

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

#### **7. STANDARD OF PERFORMANCE**

SUBRECIPIENT represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, SUBRECIPIENT shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which SUBRECIPIENT is engaged. All products of whatsoever nature, which SUBRECIPIENT delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in SUBRECIPIENT's profession. SUBRECIPIENT shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by SUBRECIPIENT without additional compensation.

**8. DEBARMENT AND SUSPENSION**

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

**9. TAXES**

SUBRECIPIENT shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

SUBRECIPIENT covenants that SUBRECIPIENT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by SUBRECIPIENT. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SUBRECIPIENT if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SUBRECIPIENT in writing.

**11. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for SUBRECIPIENT's use in connection with the services shall remain COUNTY's property, and SUBRECIPIENT shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. SUBRECIPIENT may use such items only in connection with providing the services. SUBRECIPIENT shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**12. RECORDS, AUDIT, AND REVIEW**

SUBRECIPIENT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of SUBRECIPIENT's profession. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during SUBRECIPIENT's regular business hours or upon reasonable notice. In addition, SUBRECIPIENT shall be subject to examination and audit for a period of five (5) years after final payment. SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY, US Treasury, or the State, at no charge to COUNTY.

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

**13. INDEMNIFICATION AND INSURANCE**

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

14. **NONDISCRIMINATION**

COUNTY hereby notifies SUBRECIPIENT that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT**

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

16. **NON-ASSIGNMENT**

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

17. **TERMINATION**

A. **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.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, SUBRECIPIENT shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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

B. **By SUBRECIPIENT.** Should COUNTY fail to pay SUBRECIPIENT all or any part of the payment set forth in EXHIBIT B, SUBRECIPIENT may, at SUBRECIPIENT's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

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

items as COUNTY may, by written permission, permit SUBRECIPIENT to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay SUBRECIPIENT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall SUBRECIPIENT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. SUBRECIPIENT shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by SUBRECIPIENT. In the event of a dispute as to the reasonable value of the services rendered by SUBRECIPIENT, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**18. SECTION HEADINGS**

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

**19. SEVERABILITY**

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

**20. 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.

**21. TIME IS OF THE ESSENCE**

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

**22. NO WAIVER OF DEFAULT**

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

**23. ENTIRE AGREEMENT AND AMENDMENT**

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

**24. SUCCESSORS AND ASSIGNS**

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

**25. COMPLIANCE WITH LAW**

SUBRECIPIENT shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such ordinance or statute, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY.

**26. CALIFORNIA LAW AND JURISDICTION**

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

**27. 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.

**28. AUTHORITY**

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

**29. SURVIVAL**

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

**30. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS**

SUBRECIPIENT agrees to the provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

**31. PRECEDENCE**

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

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Subrecipient Agreement between the **County of Santa Barbara** and **The Fund for Santa Barbara**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Das Williams - Chair, Board of  
Supervisors

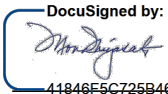
Date: \_\_\_\_\_


**RECOMMENDED FOR APPROVAL:**

Mona Miyasato  
County Executive Officer

**SUBRECIPIENT:**

**The Fund for Santa Barbara**

By:  \_\_\_\_\_  
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Department Head

By:  \_\_\_\_\_  
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Authorized Representative

Name:           Marcos Vargas          


Title:           Executive Director          

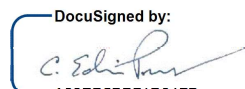
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
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Deputy County Counsel

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

**APPROVED AS TO FORM:**

Greg Milligan  
Risk Management

By:  \_\_\_\_\_  
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Risk Management

**EXHIBIT A**

**STATEMENT OF WORK**

**Contract Term.**

The County of Santa Barbara intends to award The Fund for Santa Barbara American Rescue Plan Act (ARPA) funds beginning August 2023. The term of the contract will commence upon execution of agreement and shall expire on **June 30, 2024** unless otherwise terminated or extended pursuant to the contract.

**Background.**

The SUBRECIPIENT is a non-traditional community foundation with over 40 years of experience in supporting community organizations working for equity and social justice in Santa Barbara County. The SUBRECIPIENT has a role as a regional intermediary and trusted agency toward guiding multidimensional and multisectoral approaches to transformative social change in the California Central Coast of Santa Barbara, Ventura, and San Luis Obispo Counties. Their vision is to create a region that is economically, environmentally, and politically interconnected. The COUNTY has been an important partner with the SUBRECIPIENT to work to advance equity throughout the region, including efforts to promote cross sectoral collaboration and to strengthen local organizations in Santa Barbara County working for racial equity. The purpose of this Subrecipient agreement is support from the COUNTY to advance the work of the Central Coast Regional Equity Initiative (CCREI) including contributing to updating the Central Coast Regional Equity Study, which was previously published in December 2021, and enhancing models of communication and access to equity tools for COUNTY and the residents in Santa Barbara County.

**Funding Allocation.**

Funding is through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a strategy of the ARPA. Funding for the contract(s) awarded through this Subrecipient Agreement is contingent upon receipt of ARPA funding. The Fund for Santa Barbara shall be awarded **\$50,000** to support the following four activities:

<b>Scope of Work for SUBRECIPIENT:</b>	<b>Frequency</b>
Updating the Central Coast Regional Equity Study	Coordinated Meetings from August to December 2023
Developing strong models of communication via enhanced website with Equity tools	Toolkits made publicly available on existing website as developed ( <a href="http://www.centralcoastequity.org">www.centralcoastequity.org</a> )
Technical Assistance for utilization of the Central Coast Regional Equity Study and Equity tools	As needed
Invitation to County of Santa Barbara to participate as key stakeholder in deepening community understanding and engagement	As scheduled and facilitated by SUBRECIPIENT Capacity Building Program

Subrecipient shall perform the following:



**PROJECT A: Update of the Central Coast Regional Equity Study data and publish report. (\$30,000)**

Analyze new Census data, draw on community-held data, and engage community in models of participatory action research. Provide opportunities for the COUNTY to directly engage in the contribution of data that the COUNTY has with County participation in developing research questions for specific equity topics, leveraging relationships with key stakeholders and key County government staff to collect, analyze, and showcase data. Build joint equity strategies around data by leveraging both COUNTY data and CCREI data.

- Key partners to be included are: Subrecipient, UCSB Blum Center on Poverty, Inequality, and Democracy (research facilitation and analysis partners) and USC Equity Research Institute (research production and analysis partners).
- Scope of data update:
  - 2023 equity indicator data updates for Santa Barbara, Ventura, and San Luis Obispo Counties,
  - Integration of COUNTY data into body of research, to help inform and expand equity issue areas and be a starting point for COUNTY work on addressing existing inequities.
- Estimated timeline:
  - (July 1, 2023 to Fall 2023) Pre-research including baseline San Luis Obispo County metrics for regional approach.
  - (July 1, 2023 to Fall 2023) San Luis Obispo County Community consultations.
  - (August to September 2023) Updates to existing metrics for Ventura and Santa Barbara counties.
  - (August – October 2023) Data analysis from Community Consultations including COUNTY.
  - (August - October 2023) Updating existing benchmark data and expansion of data metrics (including available COUNTY data and community sourced data).
  - (October - December 2023) Updated report documents, including updates to existing data benchmarks, development of new data benchmarks, inclusion of San Luis Obispo County in all data benchmarks, and updates to research frameworks.

**PROJECT B: Develop Stronger Models of Communication and Share Equity Resources including Toolkits and Updated Plan on CCREI Website (\$20,000)**

Update CCREI website with CCREI Study when published, develop and post on website mini-report libraries, and develop and post on website resource toolkits. Provide opportunities for COUNTY to engage in the use of collaborative toolkits, including those developed around equity data and the Initiative's Strategic Action Plan.

- Key partners to be included are: The Fund for Santa Barbara and CCREI website contractor.
- Scope:
  - SUBRECIPIENT updating the Initiative's website, with full access for COUNTY.
  - Provide COUNTY access to all Initiative tools, including readiness for change models, collaborative intersectoral change models (organizing tools developed from Strategic Action Plan); and equity data and information toolkits, issue-area reports, and Spanish equity collateral (resources developed from CCREI report data).
  - Technical assistance by SUBRECIPIENT to COUNTY for using resources and toolkits.
- Estimated timeline:
  - (July 1, 2023 to Fall 2023) Toolkits made publicly available on existing website.
  - (August - October 2023) ongoing technical assistance for County with use of resources and tools.
  - (September - December 2023) development and implementation of updated Initiative website with posting of new resources.

**Subrecipient shall satisfy the Performance Outcomes over grant period:**

- Publish the updated Central Coast Regional Equity Study.
- Distribute to Central Coast Regional Equity Study to COUNTY and local partners and post online at Central Coast Regional Equity Initiative (CCREI) website ([www.centralcoastequity.org](http://www.centralcoastequity.org)).
- Update CCREI website with equity tools to be made available to residents in Santa Barbara County online.
- 100% of county departments seeking technical expertise for utilization of equity tools will receive support calls and/or assistance from Subrecipient.

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS**

#### **Periodic Compensation (with attached Budget and Schedule of Fees)**

- A. For SUBRECIPIENT services to be rendered under this Agreement, SUBRECIPIENT shall be paid a total contract amount, not to exceed \$50,000.
- B. County will pay SUBRECIPIENT for its performance in two (2) installments upon completion of each project task. Payment for performance shall be made in two payments upon SUBRECIPIENT's execution of agreement based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for detailed tasks shall be based upon the payment arrangement, as defined in **Attachment B1** (Budget Schedule and Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require SUBRECIPIENT to correct such work or billings or seek any other legal remedy.

**Attachment B-1****BUDGET AND SCHEDULE OF FEES**

This Agreement can be terminated by the County for non-appropriation of funds, or for convenience upon 30 days written notice. The County will only reimburse costs that are documented and eligible under the Agreements. County Executive Office staff will assess task completion and documentation prior to payment. Payment will be issued in two installments based on completion of tasks below per installment.

	Detailed Project Task Description	Installment #1A and 2A	Installment #2A and 2B	Total Cost
Task 1	<b>Project A:</b> Update the Central Coast Regional Equity Study	Pre-research/including baseline San Luis Obispo County metrics  San Luis Obispo County Community Consultations	Updates to existing metrics for Ventura and Santa Barbara counties  Data analysis from Community Consultations  Updating existing benchmark data and expansion of data metrics (including available County of Santa Barbara data and community sourced data)  Updated report documents, including updates to existing data benchmarks, development of new data benchmarks, inclusion of San Luis Obispo County in all data benchmarks, and updates to research frameworks	\$30,000
1A		\$15,000		
1B			\$15,000	
Task 2	<b>Project 2:</b> Developing Models of Communication and Shared Equity Tools	Toolkits made publicly available on existing website  Ongoing technical assistance for County with use of resources and tools	Development and implementation of updated Initiative website	\$20,000
2A		\$10,000		
2B			\$10,000	
	TOTALS	\$25,000	\$25,000	\$50,000

**PROJECT TOTAL: \$50,000**

**PROJECT PERIOD: Contract Execution to June 20, 2024**

**TOTAL AMOUNT OF AGREEMENT NOT TO EXCEED: \$50,000**

- A. **Invoicing.** SUBRECIPIENT shall submit to the COUNTY DESIGNATED REPRESENTATIVE (aka County Executive Office) an invoice for the task performed over the period specified. These invoices or certified claims must cite the assigned Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from SUBRECIPIENT. SUBRECIPIENT will maintain adequate records to substantiate invoice for reimbursement. In cases where the contract includes one or more subcontractors, SUBRECIPIENT is responsible for the accuracy of subcontractor claims, and verification of support documentation submitted in SUBRECIPIENT'S invoice.
- B. Budget revision requests must be communicated to and approved by the COUNTY DESIGNATED REPRESENTATIVE prior to being executed. Budget revisions approved by the Contract and Fiscal Lead shall be incorporated in and become part of this Agreement.
- C. Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.
- D. OTHER FINANCIAL REQUIREMENTS:

#### Delivery of Service Commitment

SUBRECIPIENT is expected to provide the services as specified above. SUBRECIPIENT understands and acknowledges that the failure to timely expend funds during the terms of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

#### Fiscal Records

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

#### Inspection of Records

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

#### Submission of Financial Statements

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

## EXHIBIT C

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

#### INDEMNIFICATION

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

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

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

#### INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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



**EXHIBIT D**  
**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS**  
**SUBRECIPIENT AGREEMENT**

This Agreement is funded through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY, and Treasury's *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*. In recognition of these funding requirements, SUBRECIPIENT agrees to the following provisions:

**1. GENERAL COMPLIANCE.**

- A. SUBRECIPIENT shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time.
- B. SUBRECIPIENT agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this subaward.
- C. Federal regulations applicable to this subaward include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward.
  - ii. Universal Identifier and System for Award Management (SAM) 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25, is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2.CFR Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.

- v. Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
  - vii. New Restrictions on Lobbying, 31 CFR Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- D. Statutes and regulations prohibiting discrimination applicable to this subaward, include without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12010 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **2. USE OF FUNDS.**

- A. SUBRECIPIENT agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
- B. SUBRECIPIENT understands and agrees the funds disbursed under this subaward may only be used in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.

## **3. REPORTING.**

SUBRECIPIENT shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.

**4. MAINTENANCE OF AND ACCESS TO RECORDS.**

- A. Pursuant to 2 CFR section 200.337 and Section 4 of the Award Terms and Conditions, SUBRECIPIENT shall maintain records and financial documents sufficient for COUNTY to show compliance with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- C. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after final payment for the Services.

**5. PRE-AWARD COSTS.**

Pre-award costs, as defined in 2 CFR section 200.458, may not be paid with funding from this subaward.

**6. ADMINISTRATIVE COSTS.**

SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs up to 15% of total award.

**7. CONFLICT OF INTEREST.**

- A. SUBRECIPIENT covenants that SUBRECIPIENT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by SUBRECIPIENT. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SUBRECIPIENT if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SUBRECIPIENT in writing.
- B. SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR section 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. SUBRECIPIENTS must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR section 200.112.

**8. TERMINATION.**

2. 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.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, SUBRECIPIENT shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  - b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  - c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.
3. By SUBRECIPIENT. Should COUNTY fail to pay SUBRECIPIENT all or any part of the payment set forth in EXHIBIT B, SUBRECIPIENT may, at SUBRECIPIENT's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
4. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents, or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay SUBRECIPIENT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall SUBRECIPIENT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. SUBRECIPIENT shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by SUBRECIPIENT. In the event of a dispute as to the reasonable value of the services rendered by SUBRECIPIENT, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

9. **ACCESS OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

- A. COUNTY shall have access to the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any of such items to other parties except after prior written approval of COUNTY.
  
- B. SUBRECIPIENT hereby grants to COUNTY an irrevocable, worldwide, perpetual, fully paid up, royalty-free, generally nontransferable and nonexclusive license to use all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by SUBRECIPIENT pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. SUBRECIPIENT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect, and confirm the rights and assignments provided hereunder. SUBRECIPIENT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. SUBRECIPIENT at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by SUBRECIPIENT hereunder infringe upon intellectual or other proprietary rights of a third party, and SUBRECIPIENT shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**10. EQUAL EMPLOYMENT OPPORTUNITY.**

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

- A. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  
- B. SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - i. SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of SUBRECIPIENT'S commitments under this section and shall post copies of the notice in conspicuous places

available to employees and applicants for employment.

- ii. SUBRECIPIENT agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and SUBRECIPIENT agrees to comply with said regulation.
- iii. SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- iv. In the event of SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- v. SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

## **11. NONDISCRIMINATION.**

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

- B. SUBRECIPIENT shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- C. SUBRECIPIENT shall incorporate the language in Section 10 (A) through (B). in every agreement with a contract or purchase order funded under this Agreement.
- D. SUBRECIPIENT shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- E. SUBRECIPIENT shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**12. CLEAN AIR ACT.**

- A. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. SUBRECIPIENT agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**13. FEDERAL WATER POLLUTION CONTROL ACT.**

- A. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. SUBRECIPIENT agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**14. DEBARMENT AND SUSPENSION.**

- A. As required by 2 CFR section 200.214, SUBRECIPIENT warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT certifies that it shall not contract with a contractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that SUBRECIPIENT did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. SUBRECIPIENT must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).**

SUBRECIPIENT shall file the required certification attached as Attachment A Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**16. PROCUREMENT OF RECOVERED MATERIALS.**

- A. In the performance of this Agreement, SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or



iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**17. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

A. As appropriate and to the extent consistent with law, the SUBRECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contract agreements.

B. For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

A. SUBRECIPIENT is prohibited from obligating or expending loan or grant funds to:

- i. Procure or obtain;
- ii. Extend or renew a contract to procure or obtain; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR section 200.471.

**19. MANDATORY DISCLOSURE.**

SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. SUBRECIPIENT is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

**20. REMEDIES FOR NONCOMPLIANCE.**

- A. In the event of SUBRECIPIENT's noncompliance with Sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury or the COUNTY may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR Section 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.
- B. In addition, in the event COUNTY determines that SUBRECIPIENT is not in compliance with the terms and conditions set forth herein, COUNTY may:
  - i. Wholly or partly suspend or terminate the Agreement.
  - ii. Require payments as reimbursements rather than advance payments;
  - iii. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
  - iv. Require additional, more detailed financial reports;
  - v. Require additional project monitoring;

- vi. Requiring SUBRECIPIENT to obtain technical or management assistance; or
- vii. Establish additional prior approvals.
- viii. Take other remedies that may be legally available.

## **21. PREVAILING WAGE**

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of California Prevailing Wage Laws will apply to these funds.

## **22. COPELAND ACT.**

The SUBRECIPIENT shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. SUBRECIPIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

## **23. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.**

- A. Overtime requirements. No SUBRECIPIENT or contractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible SUBRECIPIENT or contractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the SUBRECIPIENT or contractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy SUBRECIPIENT or contractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same SUBRECIPIENT that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
  - i. The SUBRECIPIENT or its contractors shall maintain payrolls and basic payroll records for

all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

- ii. The SUBRECIPIENT and its contractors shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The SUBRECIPIENT or contractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The SUBRECIPIENT shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require contractors to include these provisions in any such lower-tier contracts. The SUBRECIPIENT shall be responsible for compliance by any contractors or lower-tier contractors with the provisions set forth in paragraphs "A" through "D" of this clause.
- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

#### **24. HATCH ACT.**

SUBRECIPIENT agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7234-7238), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

#### **25. FALSE STATEMENTS.**

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

#### **26. PUBLICATIONS.**

Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury."

#### **27. DEBTS OWED TO THE FEDERAL GOVERNMENT.**

- A. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Sections 603(e) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.

- B. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the SUBRECIPIENT knowingly or improperly retains funds that are a debt described in subsection i. above. Treasury will take any actions available to it to collect such a debt.
- C. If U.S. Department of the Treasury demand reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of, including but not limited to, a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

**28. DISCLAIMER.**

- A. The United States and COUNTY expressly disclaim any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of the SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract or subcontract under this award.
- B. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

**29. PROTECTION FOR WHISTLEBLOWERS.**

- A. In accordance with 41 U.S.C. Section 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - i. The list of persons and entities referenced in the paragraph above includes the following:
    - 1. A member of Congress or a representative of a committee of Congress;
    - 2. An Inspector General;
    - 3. The Government Accountability Office;
    - 4. A Treasury employee responsible for contract or grant oversight or management;
    - 5. An authorized official of the Department of Justice or other law enforcement agency;

6. A court or grand jury; or
  7. A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- ii. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**30. INCREASING SEAT BELT USE IN THE UNITED STATES.**

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

**31. REDUCING TEXT MESSAGING WHILE DRIVING.**

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

**32. TABLE 1: FEDERAL AWARD INFORMATION: COUNTY.**

The following Federal Award Information is provided in accordance with 2 CFR section 200.332.

<b>Federal Award Identification</b>		
1	SUBRECIPIENT Name	The Fund for Santa Barbara
2	Place of Performance (Address, City, State, Zip)	1219 State Street, Santa Barbara, CA 93101
3	SUBRECIPIENT Contact (Email)	<a href="mailto:mvargas@fundforsantabarbara.org">mvargas@fundforsantabarbara.org</a>
4	SUBRECIPIENT Unique Entity Number (DUNS; UEI Number)	
5	Federal Award Identification Number (FAIN)	SLFRP5502
6	Federal Award Date	September 2021
7	Subaward Period of Performance & Budget Period- Start Date	August 22, 2023
8	Subaward Period of Performance & Budget Period- End Date	June 30, 2024
9	Amount of Federal Funds Obligated by this Action by Pass Through to SUBRECIPIENT	\$ 50,000
10	Total Amount of Federal Funds Obligated to SUBRECIPIENT by Pass Through Including Current Financial Obligation	\$ 50,000
11	Total Amount of Federal Award Committed to the SUBRECIPIENT by the Pass-Through Entity	\$ 50,000
12	Federal Award Project Description	See Exhibits A & B
13	Federal Awarding Agency	Department of the Treasury

14	Pass Through Entity	County of Santa Barbara
15	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
16	CFDA Number	21.027
17	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
18	Is Award for Research and Development?	No
19	Indirect Cost Rate for Award	NTE 15% of total award
20	Requirements Imposed by Pass Through Entity	See Sections 10-31 of this Exhibit
21	Additional requirements- Financial and Performance Reports	See Sections 3-4 of this Exhibit
22	Access to SUBRECIPIENT Records	See Section 4 of this Exhibit
23	Closeout Terms and Conditions	See Section 8(C) of this Exhibit
24	Is the SUBRECIPIENT Registered on SAM.gov (Yes/No)	No
25	If not registered on SAM.gov (Question #24) did the SUBRECIPIENT receive 80% or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No
26	If not registered on SAM.gov (Question #24) did the SUBRECIPIENT receive \$25 million or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No

**Attachment D-1**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned SUBRECIPIENT certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of SUBRECIPIENT's Authorized Official

\_\_\_\_\_  
Date

Marcos Vargas Executive Director  
Name and Title of SUBRECIPIENT's Authorized Official