

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Legal Aid Foundation of Santa Barbara County, with an address at 301 E. Canon Perdido Street, Ste. D1, Santa Barbara, CA 93101 ("CONTRACTOR"), wherein CONTRACTOR agrees to provide the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

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

### **1. DESIGNATED REPRESENTATIVE**

Laurie Baker at phone number (805) 568-3521 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jennifer Smith at phone number (805) 963-6754 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 provided to a party hereto under this Agreement shall be delivered to such party in writing, by personal delivery or facsimile, or with postage prepaid by USPS first class mail, registered or certified mail, or express courier service, at the address or fax number for such party as set forth below:

To COUNTY:  
Laurie Baker, Program Manager  
County of Santa Barbara  
Community Services Department  
Housing and Community Development Division  
123 E. Anapamu St., Ste. 202  
Santa Barbara, CA 93101  
Office: (805) 568-3521  
Fax: (805) 568-1091

To CONTRACTOR:  
Jennifer Smith  
Executive Director  
Legal Aid Foundation of Santa Barbara County  
301 E. Canon Perdido Street  
Santa Barbara, CA 93101  
Office: (805) 963-6754 x 103  
Fax: (805) 963-6756

or at such other address or to such other person as such party may from time to time designate in accordance with this Section 2. 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 Section 2 shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide the services to COUNTY as set forth in, and in accordance with, EXHIBIT A, attached hereto and incorporated herein by reference (the "Services").

### **4. TERM**

The term of this Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement ("Term"). CONTRACTOR shall commence performance of Services hereunder on July 1, 2023, and CONTRACTOR shall end performance upon completion of the Services, but no later than June 30, 2024, unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's Services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and shall be delivered to the address designed for COUNTY in Section 2, above, following completion of the increments of Services identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of the 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 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'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, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

CONTRACTOR represents and warrants that it has the skills, expertise, and licenses/permits necessary to perform the Services required under this Agreement. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature that CONTRACTOR 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 of a competent, professional practitioner of CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions with respect to the Services and deliverables hereunder, at COUNTY'S request, without additional compensation. All permits and licenses required for the performance of CONTRACTOR's obligations hereunder shall be obtained and maintained by CONTRACTOR without additional compensation.

### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies and warrants to COUNTY that it and its employees and principals are not, and at all times during the Term shall not be, debarred, suspended, or otherwise excluded from or ineligible for, participation in

federal, state, or county government contracts. CONTRACTOR warrants that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Services under this Agreement and shall make all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of all 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**

CONTRACTOR covenants that CONTRACTOR 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. CONTRACTOR further covenants that during the Term, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items in connection with this Agreement, 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, whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release or disclose any of such items to any third party except after prior written approval of COUNTY in each instance.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR 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.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press

releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use or otherwise made available to CONTRACTOR in connection with the Services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY. CONTRACTOR may use such items only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate any COUNTY property, documents, data or information without COUNTY's prior written consent in each instance.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. 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 CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR 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). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state, or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR 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, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

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

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR 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 CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR 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 CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY in each instance, 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.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR 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 such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease 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 otherwise insufficient for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Upon termination of this Agreement, COUNTY shall have no obligation to make payments hereunder.
  3. **For Cause.** Should CONTRACTOR 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 such notice, CONTRACTOR 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 such termination notice is deemed delivered to CONTRACTOR hereunder, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR'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 or expiration of this Agreement, CONTRACTOR shall promptly deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents and papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the total contract amount set forth in Exhibit B, nor for profit on unperformed portions of service. CONTRACTOR 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 CONTRACTOR hereunder. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR hereunder, the decision of COUNTY shall be final. The foregoing shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

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

**21. 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 by a court of competent jurisdiction, 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.

**22. 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.

**23. TIME IS OF THE ESSENCE**

Time is of the essence with respect to this Agreement, and each covenant and term is a condition herein.

**24. 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.

**25. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto, 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, duly executed by both of the parties to this Agreement and by no other means. Each party hereto waives such party's 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.

**26. 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 and its permitted successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR 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 CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. 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.

**29. 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 hereto shall preserve undestroyed, shall together constitute one and the same instrument.

**30. 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, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. 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.

**32. 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 in these numbered sections shall prevail over the provisions set forth in the Exhibits; provided however, that the indemnification and insurance provisions as set forth in EXHIBIT C shall control and prevail over all other provisions of this Agreement and the other Exhibits attached hereto.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Legal Aid Foundation of Santa Barbara County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

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

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


**RECOMMENDED FOR APPROVAL:**

Community Services Department  
George Chapjian

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


**CONTRACTOR:**

Legal Aid Foundation of Santa Barbara  
County

By:  \_\_\_\_\_  
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Authorized Representative  
Name: Jennifer R. Smith  
Title: Executive Director

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
8F464D822C84458...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
D25019E2AF094BE...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

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



## EXHIBIT A

### STATEMENT OF WORK

#### 1. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

The purposes of this program are to enhance the dissemination of fair housing information through education and counselling for tenants and landlords; distribution of lists of available accessible units throughout the County; the mitigation and prevention of fair housing abuses through regular testing activities; and the resolution of residential rental housing disputes by offering consultation and information on landlord-tenant rights and responsibilities regarding security deposits, termination of tenancies, relocation benefits per County Code Chapter 44, habitability and repair, invasion of privacy, discrimination, rent increases, forcible evictions and general information. The Provider will carry out the services as follows:

- Provide four (4) Fair Housing training webinar presentations to area landlord groups, property managers, tenant groups, or other interested parties. Two of the presentations may be provided in conjunction with County-held property management trainings for managers of properties on the County's loan/monitoring portfolio.
- Provide legal advice and information on landlord/tenant rights and responsibilities to 60 unduplicated persons.
- Cultivate, establish, and maintain comprehensive and current information on fair housing laws in easily understood language on a dedicated page on The Provider's website, which can be linked to from other agency's websites. Promote the website ([fairhousingsantabarbara.com](http://fairhousingsantabarbara.com)) during outreach meeting and other appropriate community events.
- Conduct monthly monitoring of a reasonable sampling of rental housing advertisements on websites and electronic applications, including but not limited to Craigslist, Zillow, Realtor.com, Trulia, Rent.com, Homes.com and/or other rental publications to search for evidence of fair housing discrimination. If found, investigate further and respond with a cease and desist letter or a report to the California Department of Fair Employment and Housing (DFEH) and/or the U.S. Department of Housing and Urban Development (HUD), as warranted, for further investigation. At least 10 advertisements per month will be reviewed.
- Conduct monthly telephone solicitations of housing availability offered via newspaper advertisements and/or the electronic resources named above, to test for fair housing compliance. If a violation is found, investigate further and respond with a cease and desist letter or a report to DFEH or HUD, as warranted for further investigation. At least 5 inquiries per month will be made.
- If evidence uncovers a specific property or management company that may be in violation of federal or local fair housing laws; follow up with education and/or cease and desist letters as appropriate or report to DFEH or HUD, as warranted.

#### 2. REPORTING

Data collection must be completed demonstrating progress towards meeting the goals described in Section 1 B. Activity Description/Performance Goals. The disbursement of funds is contingent upon the receipt of the required information.

Reports are to be submitted quarterly on the 15<sup>th</sup> day of the month following the quarter's end: October 15 for Q1 (July – Sept); January 15 for Q2 (Oct – Dec); April 15 for Q3 (Jan – March); and July 15 for Q4 (April – June). An online reporting form similar to Exhibit E, attached hereto and incorporated herein by reference, will be provided via Neighborly Software and must be filled out completely. Reports must include the following:

- a. No. of beneficiaries served in each goal category during the reporting period
- b. Brief narrative report on activities contained in Section 1 and the program's impact on the community

### 3. RECORD-KEEPING AND MONITORING

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years from the termination date of the Agreement. A partial list of documents is provided below; however, the COUNTY or an external audit firm may require additional documents. Files shall be made available to the County upon request for monitoring purposes.

1. Agreement between County and CONTRACTOR
2. Draw Requests and supporting documentation
3. Beneficiary Data
4. Annual audits

**EXHIBIT B****PAYMENT ARRANGEMENTS**  
**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount not to exceed **\$25,000**. Payment shall be made on a cost reimbursement basis.
- B. Payment for reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Reimbursement shall be limited to expenses included in the following program budget:

Activity	Budget Amount
Fair Housing Education	\$3,040
Legal Advice and Representation	\$14,500
Fair Housing Electronic Information	\$3,000
Fair Housing Testing	\$1,200
Management and Overhead (16%)	\$3,260
Total	\$25,000

- C. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an Expenditure Summary and Payment Request (ESPR) form, a sample of which is attached hereto and incorporated herein by reference as Exhibit D, and appropriate documentation. Documentation for staff salaries and benefits shall consist of payroll records, including timesheets delineating time worked on eligible activities and payroll journals showing gross pay and deductions. Documentation for non-staff costs shall consist of third-party invoices or receipts and copies of cancelled checks or bank records showing payment. The ESPR form must cite the assigned board 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 CONTRACTOR.

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 CONTRACTOR to correct such work or billings or seek any other legal remedy.

## 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 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".

**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

1. insurance policies, including endorsements required by these specifications, at any time.
2. **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.
3. **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.
4. **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.
5. **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

## EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Fair Housing Outreach, Mediation, and Education  
Program

Agency Name Legal Aid Foundation  
 Address 301 E Canon Perdido St  
Santa Barbara, CA 93101  
 Contact Person Molara Vadnais  
 Phone 805-963-6754 x103  
 DUNS # \_\_\_\_\_

Program  
 Grant Year 2023-24  
 Report Period: \_\_\_\_\_  
 Request No. \_\_\_\_\_  
 Date Submitted \_\_\_\_\_

**I. GRANT BUDGET AND EXPENDITURES**

EXPENDITURE TYPE	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
<i>Unincorporated Area of Santa Barbara County for FHOME Services</i>		\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
	<i>Fair Housing Education</i>	\$ 3,040.00			
	<i>Legal Advice and Representation</i>	\$ 14,500.00			
	<i>Fair Housing Electronic Information</i>	\$ 3,000.00			
	<i>Fair Housing Testing</i>	\$ 1,200.00			
	<i>Management and Overhead (16%)</i>	\$ 3,260.00			
	<b>TOTAL</b>	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00

**Certification:**

I certify to the best of my knowledge and belief this report is true and complete in all respects, and all disbursements have been made for the purpose and conditions of this grant and have not been nor will be charged to any other grants.

**Manager / Fiscal Officer**

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

**Administrator / Executive Director**

Name Jennifer Smith Title Executive Director  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Legal Aid Fair Housing Outreach, Mediation, and Education  
Quarterly Reporting  
EXHIBIT E

Totals for _____ Quarter of Contract Year _____	
Total Number of Residents Provided Fair Housing Phone Consultation	_____
Total Number of Residents Provided Fair Housing in Person Consultat	_____
No. of issues resolved	_____
No. of issues pending	_____
No. of issues unable to resolve	_____
Number of Outreach Meetings Conducted	_____
Total Number of Individuals in Attendance at all Outreach Meetings	_____
Number of Clients assisted with Disabilities	_____
Number of Properties Contacted for Testing Purposes	_____

What were the primary reasons that residents sought phone or in-person consultation?

State reasons why issues could not be resolved, if any

How many properties had violations from testing?

Percent of total tested in reporting period

*Formula field*

#DIV/0!

What actions were taken to resolve violations?

Formal letter

Training

Written information, e.g. brochure on fair housing practices

Reported to State or Federal agency

Other (describe)

Please provide in the space below additional information to expound on the responses provided above or to provide other information on which you would like to report.