

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA**  
**AND**  
**HOMEbase/THE CENTER FOR COMMON CONCERNS, INC. DBA HOMEbase**

**Continuum of Care Program Administration**

THIS AGREEMENT is entered by and between the County of Santa Barbara, a political subdivision of the State of California (herein called the "COUNTY") and **Homebase/The Center for Common Concerns, Inc., dba HomeBase** having its principal place of business at 870 Market Street, Suite 1228, San Francisco, CA 94102 (herein called the "CONTRACTOR") as of this 1st day of March, 2018 ("Agreement").

WITNESSETH THAT:

WHEREAS, the Continuum of Care Program is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.) hereinafter called "the Act"; and

WHEREAS, on April 1, 2014, the Santa Barbara County Board of Supervisors approved COUNTY's role as the Collaborative Applicant on behalf of the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"); and

WHEREAS, on August 7, 2014, CoC officially designated COUNTY to serve as the Collaborative Applicant on behalf of CoC; and

WHEREAS, COUNTY, through its Community Services Department, fulfills responsibilities with respect to its designation as Collaborative Applicant; and

WHEREAS, COUNTY, through its Community Services Department, serves as the administrator of select grants awarded under the Continuum of Care Program; and

WHEREAS, COUNTY requires the services of CONTRACTOR to assist COUNTY with fulfilling its responsibilities associated with the Continuum of Care Program; and

WHEREAS, CONTRACTOR represents it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement; and

WHEREAS, CONTRACTOR has successfully provided services to COUNTY pertaining to the Continuum of Care Program in the past; and

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

**I. SCOPE OF SERVICE**

**A. General**

CONTRACTOR shall perform all services required under this Agreement 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, which 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 normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation. Necessary permits and/or licenses shall be obtained by CONTRACTOR without additional compensation.

B. Services

CONTRACTOR will be responsible for providing COUNTY with the consulting services delineated in CONTRACTOR's Proposal (Attachment A), incorporated herein by reference, in a manner satisfactory to COUNTY and consistent with any federal, state and local statutes, regulations, rules, executive orders, guidelines, policies, directives and standards required as a condition of receiving or expending these funds

C. Staffing

CONTRACTOR's staffing for the services that it will provide shall be in accordance with Task 1: Coordinated Entry Transition Assistance, Task 2: CoC Lead Agency Transition Assistance, Task 3: FY 2018 CoC NOFA Application Support, and Task 4: On Call Technical Assistance, of Attachment A. Any changes in CONTRACTOR staff that perform services under this Agreement shall require prior written approval by the COUNTY.

D. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards set forth herein. Substandard performance as determined by COUNTY shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the CONTRACTOR within one (1) week after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

E. Changes

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the CONTRACTOR and COUNTY.

II. **TIME OF PERFORMANCE**

Services of CONTRACTOR shall start on the date executed by all parties to be effective as of March 1, 2018 and shall end on June 30, 2018 unless terminated earlier or there are no funds available for any reason. If necessary, the term of the Agreement and the provisions herein may be extended to cover any additional time periods, upon written consent by COUNTY and CONTRACTOR.

III. **BUDGET**

The budget for CONTRACTOR's services shall be as set forth in "Cost Proposal" of Attachment A. In addition, COUNTY may require a more detailed budget breakdown than the one contained herein, and CONTRACTOR shall provide such supplementary budget information within one (1) week in the form and content prescribed by the COUNTY. Any amendments to the budget shall require prior written approval by both the COUNTY and CONTRACTOR.

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed Sixty Four Thousand Dollars (\$64,000.00) for the payment of eligible expenses, which shall be made in accordance with the budget described above. Upon receipt of an acceptable invoice with proper support documentation, and upon the timely performance of deliverables identified in Attachment A, COUNTY shall review the invoice and when approved, make payment.

COUNTY has no obligation to provide funds under this Agreement if for any reason there is no funding available to pass through to CONTRACTOR and if the Agreement is terminated or suspended.

V. **NOTICES**

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

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

County of Santa Barbara  
Housing and Community Development  
Dinah Lockhart, Deputy Director  
123 E. Anapamu St., 2<sup>nd</sup> floor  
Santa Barbara, CA 93101  
Office: (805) 568-3523  
Email: dlockhart@sbccsd.org

CONTRACTOR

Homebase/The Center for Common Concerns, Inc.  
dba Homebase  
Bridget Kurtt DeJong, Managing Director  
870 Market St., Suite 1228  
San Francisco, CA 94102  
Office: (415) 788-7961 x 324  
Email: bridget@homebaseccc.org

**VI. GENERAL CONDITIONS**

A. General Compliance

CONTRACTOR agrees to comply with the requirements of Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 except that (1) the CONTRACTOR does not assume COUNTY's environmental responsibilities described in 24 CFR 578.31 and (2) CONTRACTOR does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 50. In addition, CONTRACTOR agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Attachment C. CONTRACTOR also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be 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.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on 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 such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, 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."

C. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Attachment B attached hereto and incorporated herein by reference.

D. Amendments

COUNTY or CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are approved, executed in writing, and signed by the CONTRACTOR and COUNTY. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or CONTRACTOR from its obligations under this Agreement.

COUNTY may, in its discretion, amend this Agreement to conform with federal, state or local governmental statutes, regulations, rules, executive orders, guidelines, policies, standards, directives and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or

schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and CONTRACTOR.

E. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of the Agreement, which include (but are not limited to), the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
- Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement; or
- Submission by CONTRACTOR to COUNTY reports that are incorrect or incomplete in any material respect.

1. Termination 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 COUNTY 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, CONTRACTOR 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 CONTRACTOR 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 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 notice, COUNTY 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 CONTRACTOR, unless the notice directs otherwise.

2. Termination by CONTRACTOR

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

3. Upon termination, COUNTY 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 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 to 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 full price under this Agreement 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. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, 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.

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

CONTRACTOR agrees to comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The CONTRACTOR shall administer its program in conformance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### **3. Administrative Requirements**

CONTRACTOR also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR 583.330, 24 CFR 578.99 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011).

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

CONTRACTOR shall maintain all records required by the federal regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 24 CFR 583.330, and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- d. Other records necessary to document compliance with 24 CFR 583.330.

2. Retention

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. The retention period begins on the date of the submission of COUNTY's annual performance report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Disclosure

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

4. Close-outs

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

5. Audits & Inspections

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning CONTRACTOR audits and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6. Access to Records

CONTRACTOR shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, HUD or other authorized federal officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement.

C. Reports

CONTRACTOR shall submit progress reports to the COUNTY in the form, content, and frequency as required by COUNTY.

D. Procurement

1. Indirect Costs

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

2. Travel

CONTRACTOR shall obtain written approval from COUNTY for any travel with funds provided under this Agreement.

3. Payment Procedures

COUNTY will pay to CONTRACTOR funds available under this Agreement based upon information submitted by CONTRACTOR and consistent with any approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by CONTRACTOR, and not to exceed actual cash requirements. In addition, the COUNTY reserves the right to liquidate funds available under this Agreement for costs incurred by COUNTY on behalf of CONTRACTOR.

**VIII. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and CONTRACTOR agrees to comply with said Ordinance.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

CONTRACTOR shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, HUD or other authorized federal officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement.

4. Notifications

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

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

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

6. Subcontract Provisions

CONTRACTOR will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

C. Employment Restrictions



1. Prohibited Activity

CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided under this contract and binding upon COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors. Failure to fulfill these requirements shall subject COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. CONTRACTOR certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

CONTRACTOR further agrees to comply with the "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

CONTRACTOR certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

CONTRACTOR will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. CONTRACTOR will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

C. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

CONTRACTOR will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

CONTRACTOR agrees to abide by the provisions of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 24 CFR 578.95 and 24 CFR 583.330(e), which include (but are not limited to) the following:

- a. CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to activities under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to such activities, or with respect to the proceeds from such activities, either for themselves or those with whom they have business or

immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, CONTRACTOR, or any designated public agency.

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

#### 5. Lobbying

CONTRACTOR hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) 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 CONTRACTORS shall certify and disclose accordingly; and
- d. Lobbying Certification

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

#### 6. Copyright

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

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

7. Religious Activities

CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 583.150(b) (2), such as worship, religious instruction, or proselytization.

8. Criminal Disclosure

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

9. Debarment and Suspension

CONTRACTOR 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. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**IX. ENVIRONMENTAL CONDITIONS**

A. Air and Water

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

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), CONTRACTOR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

CONTRACTOR agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 583.330(d), and 24 CFR Part 35, Subpart B. Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

CONTRACTOR shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) as applicable and the procedures set forth in 36 CFR Part

800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

**X. SEVERABILITY**

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

**XI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XII. WAIVER**

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

**XIII. ENTIRE AGREEMENT**

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

**XIV. REMEDIES NOT EXCLUSIVE**

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

**XV. TIME IS OF THE ESSENCE**

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

**XVI. NONEXCLUSIVE AGREEMENT**

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 COUNTY desires.

**XVII. CALIFORNIA LAW**

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

**XVIII. EXECUTION OF COUNTERPARTS**

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

**XIX. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any 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.

**XX. PRECEDENCE**

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

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

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

**ATTEST:**  
MONA MIYASATO  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

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

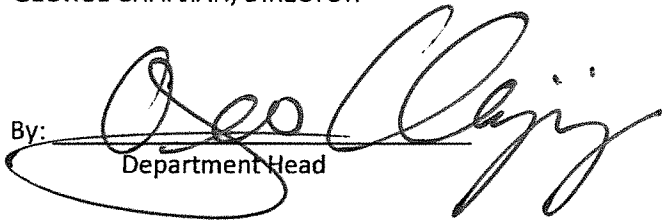
By: \_\_\_\_\_  
DAS WILLIAMS  
Chair, Board of Supervisors

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

**APPROVED AS TO ACCOUNTING FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

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


By:   
Deputy Auditor- Controller

By:   
Department Head

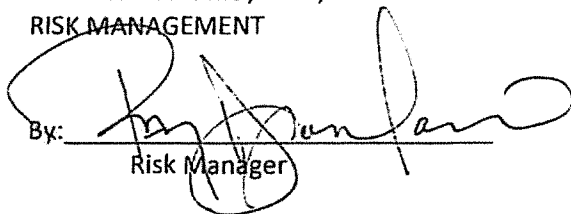
**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

**CONTRACTOR:**  
HomeBase/The Center for Common Concerns, Inc.  
dba HomeBase

By:   
Deputy County Counsel

By:   
Marty Fleetwood, Executive Director

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

By:   
Risk Manager

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

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

**ATTEST:**  
MONA MIYASATO  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

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

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

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

**APPROVED AS TO ACCOUNTING FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

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

By: \_\_\_\_\_  
Deputy Auditor- Controller

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

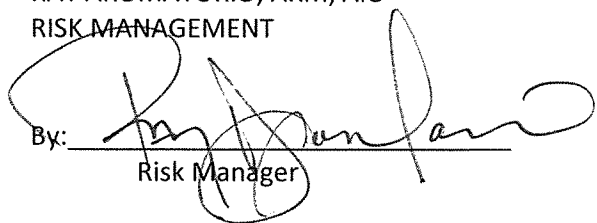
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MICHAEL C. GHIZZONI  
COUNTY COUNSEL

**CONTRACTOR:**  
HomeBase/The Center for Common Concerns, Inc.  
dba HomeBase

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

By: \_\_\_\_\_  
Marty Fleetwood, Executive Director

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

By:  \_\_\_\_\_  
Risk Manager



## HOMEBASE PROPOSAL FOR CONTINUUM OF CARE SUPPORT 2018

HomeBase/The Center for Common Concerns (State and Local Programs) is a California-based, nonprofit agency providing public policy-oriented technical services to assist communities in developing effective responses to homelessness and poverty. With more than 30 years of work on homelessness, we are a recognized national leader with extensive expertise and experience on the issue, including deep understanding of the root causes of homelessness and wide-ranging knowledge of best practice solutions.

HomeBase is proposing to extend our contract with Santa Barbara Housing and Community Development Division to support:

- Implementation of the Coordinated Entry System, including transition assistance for United Way as it assumes Coordinated Entry lead agency duties
- CoC Lead Agency duties
- 2018 CoC Program competition facilitation and application completion.

From March to June, 2018, HomeBase will provide training and technical assistance to United Way in support of the Coordinated Entry System transition, will undertake certain CoC Lead Agency duties, and will lead the FY2018 CoC Competition. This assumes that HCD will not secure full-time staff to operate the CoC during FY2018. Should the County secure adequate staffing during FY 2018, HomeBase and County may **amend this proposal to adjust HomeBase's work scope to complement County HCD staffing levels.**

### TASK 1: COORDINATED ENTRY TRANSITION ASSISTANCE

Under our current contract, HomeBase is supporting the Santa Barbara CoC in aligning the local Coordinated Entry System with HUD requirements set forth in Notice CPD 17-01 (Notice establishing additional requirements for a Continuum of Care centralized or coordinated assessment system). Under this proposed extension, HomeBase will provide support to United Way and system partners in implementing the new system. HomeBase will provide training and technical assistance to United Way staff during their transition to Coordinated Entry lead agency.

#### KEY DELIVERABLE FOR TASK 1

Invoicing will be based on completion of the following key deliverable (see Budget section below for details):

- A. Provide 1 formal trainings for United Way staff regarding responsibilities (topics to be decided in partnership with HCD and United Way staff)
- B. Participate in weekly technical assistance calls for 4 months, and thereafter as needed.

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## TASK 2: COC LEAD AGENCY TRANSITION ASSISTANCE

Under our current contract, HomeBase provides CoC staffing support which would continue with certain enhancements. HomeBase tasks may include:

- Provide CoC meeting support, including:
  - Continuing to ensure that CoC governance documents are compliant with CoC and ESG regulations
  - Providing orientation and training for all new board members
  - Support ongoing board development through presentations at quarterly meetings
- Work with Santa Maria / Santa Barbara County CoC staff, Board members, and community stakeholders to address systemic challenges in preparation for 2018 CoC Program competition cycle, including providing 2 CoC trainings and identifying strategies needed to respond to system gaps
- Provide on-call training and technical assistance to HCD administrative staff assigned to support the CoC.

### KEY DELIVERABLES FOR TASK 2

Invoicing will be based on completion of the following key deliverables (see Budget section below for details):

- A. Facilitate quarterly CoC meetings (including agenda preparation, materials preparation, presentation, and facilitation with HCD staff providing administrative support, including meeting scheduling, room arrangements, RSVP/quorum management, document production and like tasks)
- B. Provide two required HUD trainings for the CoC in concert with CE System Operator and other specialized providers within the County
- C. Identify gaps and potential strategies for CoC Leadership, CE System Operator, HMIS Administrator to consider in preparation for CoC Competition

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## TASK 3: FY2018 COC NOFA APPLICATION SUPPORT

Under our current contract, HomeBase facilitated a CoC project selection process and **wrote Santa Barbara CoC's 2017 NOFA application. In this contract extension,** HomeBase will prepare and lead the CoC for the FY2018 CoC NOFA application process steps that take place up through June 30, 2018. HomeBase tasks may include:

- Prepare the CoC for the 2018 CoC NOFA by facilitating CoC Review and Rank community meetings to review the project selection process from 2017 and design the 2018 process
- Design project evaluation report format and evaluation criteria
- Collect project-level data, including performance data, client characteristics data and budget data

- Support agency input of data into our Program Evaluation and Scoring Tool (PRESTO), a web-based platform for analyzing, evaluating and comparing the performance of homeless housing and service providers
- Monthly meetings with HCD staff regarding NOFA preparation, including about such topics as HUD priorities, information gathering, and GIW completion.

### **KEY DELIVERABLES FOR TASK 3**

Invoicing will be based on completion of the following key deliverables (see Budget section below for details):

- A. Prepare complete drafts of a written local process and proposed new and renewal scoring tools for 2018 CoC Program Competition (including 2 in-person CoC Review and Rank community meetings to inform and discuss project selection process)
- B. Prepare PRESTO project summaries for all CoC NOFA projects

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### **TASK 4: ON CALL TECHNICAL ASSISTANCE**

To support the coordinated entry and CoC Lead Agency transitions, HomeBase staff will be available to provide on-call technical assistance and support to United Way and HCD staff. HomeBase tasks may include:

- Researching and providing technical expertise to overcome coordinated entry implementation difficulties (e.g., providing model documents, responding to questions that arise)
- Working with HCD staff to respond quickly to all communications from HUD regarding the CoC
- Answering technical responses to questions from United Way, HCD, and/or CoC stakeholders
- Other like activities.

### **COST PROPOSAL**

HomeBase prides itself on **meeting our clients' needs**. **The proposed** budget is based on our estimated costs to do the work described in this proposal. We are happy to adjust as necessary to meet your needs. Should the County secure adequate staffing **during CY 2018, HomeBase and County will amend this proposal to adjust HomeBase's** work scope and, therefore the cost proposal, to complement County HCD staffing levels.

### **COST PROPOSAL**

This budget assumes two trips for two staff to Santa Barbara (March – June), staying for 3 to 4 days with the potential for one additional trip. Travel beyond that amount may require additional compensation.

HomeBase will be paid for each milestone completed in relationship to Tasks 1-3 as shown in the table below for actual costs incurred upon receipt and approval of invoices. Task 4 will be billed on an hourly basis based on actual costs incurred upon receipt and approval of invoices.

Milestone	Related Deliverables That Will Be Completed to Demonstrate Milestone	Estimated Date of Completion	Amount
United Way completes transition Coordinated Entry lead agency (Task 1)	<ul style="list-style-type: none"> <li>Provide 1 formal trainings (2-4 hours) for United Way staff regarding responsibilities (topic to be decided in partnership with HCD and United Way staff)</li> <li>Participate in weekly technical assistance calls for 3 months, and as needed.</li> </ul>	May 2018	\$8,500
Maintain CoC until full HCD staff are in place to lead CoC (Task 2)	<ul style="list-style-type: none"> <li>Facilitate quarterly CoC meetings (including agenda preparation, materials preparation, and facilitation with HCD staff providing administrative support, including meeting scheduling, room arrangements, RSVP/quorum management, document production and like tasks)</li> </ul>	March 2018 & June 2018	\$3,250 per meeting for 2 meetings
Prepare CoC strategy to be competitive in FY2018 competition by addressing systemic challenges (Task 2)	<ul style="list-style-type: none"> <li>Provide two required HUD trainings for the CoC in concert with CE System Operator and other specialized providers within the County (e.g., in March and June)</li> <li>Identify gaps and potential strategies for CoC Leadership, CE System Operator, HMIS Administrator to consider in preparation for CoC Competition</li> </ul>	June 2018	\$17,000
CoC prepared for FY2018 CoC NOFA project	<ul style="list-style-type: none"> <li>Provide complete drafts of a written local process and proposed new and</li> </ul>	May 2018	\$10,000

selection process (Task 3)	renewal scoring tools for 2018 CoC Program Competition <ul style="list-style-type: none"> <li>• Lead 2 in-person CoC Review and Rank community meetings to inform and discuss project selection process</li> <li>• Monthly calls with HCD regarding NOFA preparation</li> </ul>		
Project performance summaries prepared in advance of FY2018 COC Competition (Task 3)	<ul style="list-style-type: none"> <li>• Prepare PRESTO project summaries for each CoC project</li> </ul>	June 2018	\$11,000
On-call technical assistance (Task 4)	<ul style="list-style-type: none"> <li>• Answering technical responses to questions from United Way, HCD, and/or CoC stakeholders</li> </ul>	20 hours per month for 4 months	\$11,000

Total: \$64,000

\*\*\*\*\*

Thank you very much for your consideration of this proposal. We look forward to helping you end homelessness in your CoC. If you have any questions, please contact Bridget Kurtt DeJong, Managing Director of State and Local Programs, 415.788.7961 ext 324 or [bridget@homebaseccc.org](mailto:bridget@homebaseccc.org).

## 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, his agents, representatives, employees or subcontractors.

## A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

B. Other Insurance Provisions

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

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

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

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

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



## **EXHIBIT C**

### **FEDERAL TERMS AND CONDITIONS**

This Project is being assisted by the United States of America. The following Federal provisions must be included into the contract pursuant to the provisions applicable to such Federal assistance. During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

#### **A. Equal Opportunity**

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

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

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)**

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

**C. Copeland “Anti-Kickback” Act (18 U.S.C. 874)**

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

**D. Compliance with Labor Standard Provisions**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, attached as **Exhibit D** and incorporated by this reference.

**E. Compliance with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330)**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

**F. Requirements and Regulations pertaining to Data and Design**

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

**G. Requirements and Regulations Pertaining to Reporting**

The County of Santa Barbara, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**H. Compliance with Clean Air Act and Clean Water Act.**

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).

3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

**I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).