

We connect silos of data. You analyze and act.  
They escape homelessness and poverty.

Our open source and enterprise level tools eliminate multiple data entry so you can focus on the client.

Community Technology Alliance

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County of Santa Barbara Housing & Community Development

# Request for Qualifications

## Homeless Management Information System

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## General Qualifications

Name of Organization: Community Technology Alliance  
Address: 1080 Minnesota Avenue, Suite 1, San Jose, CA 95125  
Primary contact: Bob Russell, CEO  
Phone/FAX #: 408.549.1708 (P); 408.437.9169 (F)  
Email: bob@ctagroup.org  
Federal Employer #: 77-0286926  
Employees, partners  
& contracted personnel: 23 Years of experience: 26

Community Technology Alliance (CTA) is a nonprofit whose mission is to empower communities to develop data solutions to end homelessness and poverty, CTA was founded in 1991 to design and construct the technical infrastructure necessary to support the work to end homelessness in Santa Clara County. CTA has since evolved into a nonprofit focused on improving how data is integrated, exchanged, and used for performance measurement and reporting. CTA enables communities to use their data to more effectively provide services, measure the impact of their programs, communicate about their impact, and inform public policy.

CTA's expertise focuses on five core competencies:

- **Coordinated Entry/Data Hub** – Communicate across multiple agencies, and exchange critical data. CTA builds tools to connect existing platforms to an interactive reporting portal so that they can quickly view and analyze data.
- **Mobile App** – CTA has built a mobile app that enables service providers to enter data on the go and have it instantly integrated into the relevant databases. The app includes an assessment tool and other data gathering features so data can be easily entered while in the field.
- **Data Analytics, Performance Measurement, and Visualization** – CTA builds tools to easily create intuitive graphic visualizations of their data. These visualizations help make sense of multiple sources of data, identify trends, and demonstrate the effectiveness of programs. Our clients have found them useful in answering the key questions needed to secure future funding.
- **HMIS System Administration** – CTA has provided numerous clients with system administration services, including system design and construction, data migration, training, establishing a help desk, HMIS operations and implementation, and decision support. CTA also helps clients transition from one system to another.
- **Customized HMIS/Human Services Systems and Outcomes Reporting** – Our tools allow clients to gain better insight into their community's needs and understand the impact of services.

## | Organization Plan

CTA is a 501(c) (3) nonprofit, governed by a Board of Directors per CTA's Articles of Incorporation. CTA is led by a Chief Executive Officer who is responsible for liaising with the Board of Directors and for overseeing staff who administer CTA's various programs. Approximately 15% of CTA's annual revenue is derived from government funding and approximately 85% from fee-for-services contracts, and corporate and individual grants.

CTA's full-time staff oversee and administer our core programs and services. CTA also relies on an extensive network of partnerships, independent contractors, and interns to meet the needs of specific projects. This hybrid of full-time employees and project-specific experts allows CTA to quickly and efficiently scale as project needs arise and ensure contracted deliverables are met on time and within established budgets.

The resources of CTA's San Jose headquarters will be made available within the scope of the project. For example, CTA's CEO monitors all projects, ensuring that sufficient human, financial, and other resources are available on a timely basis to support on-schedule completion of all approved deliverables. Javier Celedon and Emma Go will be involved with the project.

Resumes for Bob Russell, Javier Celedon, and Emma Go can be found in Appendix A.

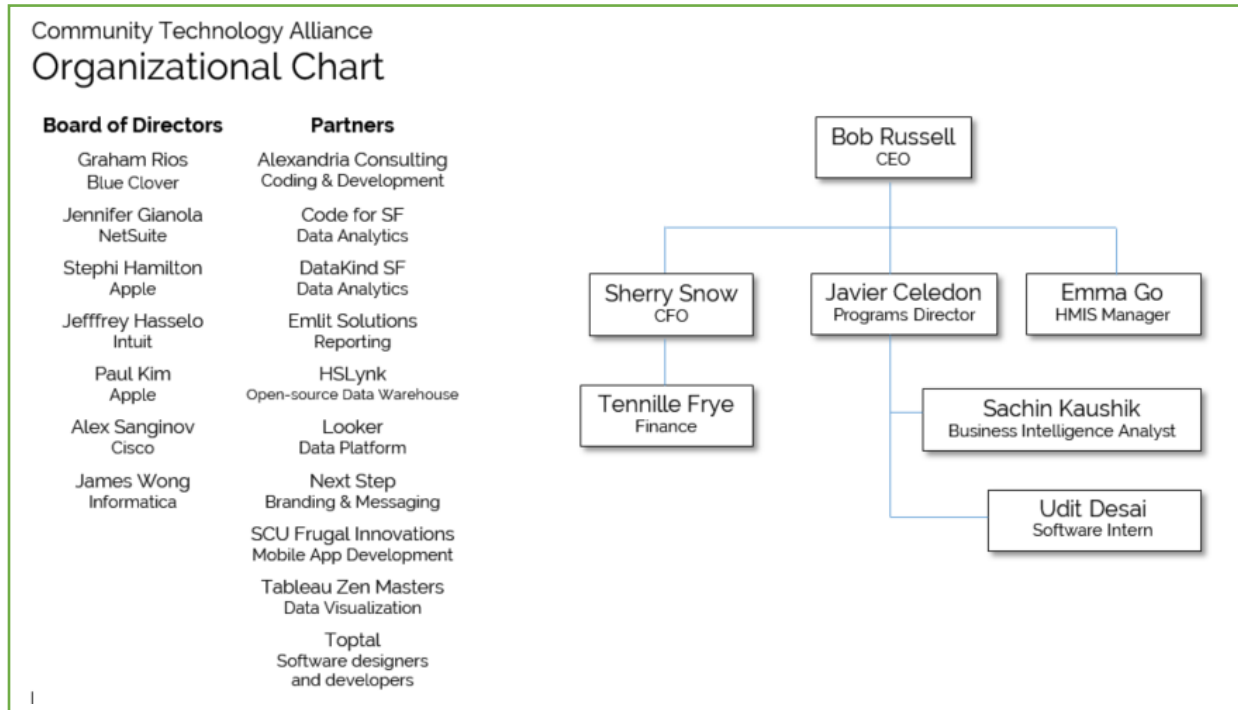
**Bob Russell, CEO** has 20 years of experience in system design and project management, specializing in organizational change and development. Bob joined CTA in 2010, providing expertise in streamlining and leveraging processes to enhance CTA's ability to foster collaborations and to assist communities with data-driven solutions. In 2015, CTA's board of directors promoted Bob to CEO. Under Bob's leadership, CTA is pursuing new goals such as adopting cutting edge technologies, and providing the tools to eliminate data silos and other technological impediments to ending homelessness.

**Javier Celedon, Projects Director** has 6 years of experience in systems design, HMIS best practices, and technical assistance. Javier works with numerous communities to identify technologies to address gaps and challenges in data collection, compliance, performance measurement, and reporting. Javier oversees CTA's Cisco-funded Homeless Outreach Mobile Engagement (HOME) app project. For this project, Javier will collaborate with Santa Barbara in providing technical assistance, reporting, and monitoring.

**Emma Go, HMIS Manager** brings over 6 years of experience in administration, HMIS best practices, and client support. Emma works with Monterey, San Benito, Santa Barbara, and Santa Cruz Counties, providing technical support, help desk, training, reporting, and decision support. For this project, Emma will collaborate with Santa Barbara in providing reporting, monitoring and HMIS support.

See next page for CTA Organizational Chart

## Organization Plan



Resumes for Bob Russell, Javier Celedon, and Emma Go can be found in Appendix A.

## Client References

Connecting homeless and people in poverty to housing and targeted services is what ends homelessness and poverty. CTA views its role as providing the technological tools to facilitate the flow of data among systems in order to access information and the outcomes associated with providing services. The less time clients wait for their information to be transferred from one system to the next, the sooner the client will be housed or self-sufficient.

CTA provides HMIS administration, technical assistance, and its open source and enterprise tools for coordinated systems to the following communities:

- Alternatives to Violence
- Community Solutions
- Contra Costa County HMIS
- Housing Authority City of Fresno
- Institute for Community Alliances
- Homeward of Greater Richmond, VA
- Santa Cruz County HMIS
- Alliance to End Homelessness in Suburban Cook County
- Connecticut Coalition to End Homelessness
- Michigan Coalition Against Homelessness
- Mayor's Office of Human Services, City of Baltimore
- Monterey/San Benito Counties HMIS
- Santa Barbara County Community Services Department HMIS

CTA's has also provided HMIS administration, technical assistance, and coordinated systems related services to:

- **Catholic Charities/Silicon Valley:** developed Tableau reports to measure efforts to move 1000 individuals from poverty to self-sufficiency (2015-2016)
- **City of Chicago:** provided technical assistance in transitioning their HMIS from city to non-profit system administration (2012-2014)
- **City of Philadelphia:** provided technical assistance and HMIS administration to Philadelphia's Office of Support Housing (2013-2015)
- **City of San Diego:** integration of data from multiple HMIS vendors into a single database for program evaluation and reporting purposes (2014-2015)
- **County of Santa Clara:** provided HMIS administration, technical assistance, and created performance and outcomes reports (1991-2015)
- **State of Ohio:** provided the technical specifications for a data warehouse (2012)
- **Tableau National Homeless Data Fellows Program:** a nationwide collaboration with 10 communities to develop performance measurement dashboards and reports to analyze, evaluate, and visualize their most critical data (2015-2017)

## | Work Plan

CTA uses the Agile management approach. Agile approach responds to unpredictability through incremental, iterative work flows and empirical feedback. The HMIS Manager is responsible for day-to-day operations. The Projects Director is responsible for the development, implementation, modification and use of technologies throughout the project. The CEO ensures deliverables align with established protocols.

CTA's current deliverables to Santa Barbara:

HMIS Administration (per quarter)

- Up to 4 trainings in any combination of: New User, Advanced User, HMIS Administrator, or Reporting
- Review and analysis of state of current data quality (DQ)
- Up to six data quality (DQ) trainings. Each training specific to an agency and/or program with the great need for DQ improvement
- Monthly updates to HCD re: changes in DQ

HMIS Reporting (per quarter)

CTA will provide up to 75 hours of HMIS Reporting assistance via:

- Meet with HCD Sponsor or his/her designee to generate a Master Report List (which reports, for whom, when to be scheduled, prompts for each report)
- HMIS Manager schedules APRs and other requested ART reports. Reports placed in ART license holder's Inbox
- Review APRs and Data Quality reports. Provide recipient with a summary identifying data quality issues and what must be done to correct those issues
- Track report generation in CTA's ticketing system

Remote HMIS User Support (per quarter)

- CTA will provide up to 4 hours per week of remote HMIS support
- CTA will provide Sponsor a monthly report detailing TA/support requests

Along with providing current deliverables, CTA could, in addition:

- Provide an additional 10 hours support per quarter with HUD mandated reports such as: HUD CoC, HUD ESG, HUD RHSP, VA SSVF, HHS PATH, HHS RHY, HHS HOPWA
- Up to 100 hours in AHAR and HIC/PIT support. Deliverables include reconciling HIC on file with HMIS system, and identifying any AHAR issues that may detract from a successful submission
- Communicate changes to rules/regulations and other critical issues in regards to HMIS to HCD and other stakeholders
- Migrate Santa Barbara from Service Point 5 to Service Point 6 and Qlik (new reporting platform). Bowman has not yet released documents on the scope of work involved in the migration, so CTA cannot provide a cost estimate at this time. CTA will provide a separate SOW for the migration once Bowman releases documents

## | Approach

All deliverables detailed in this RFP will be provided by Community Technology Alliance (CTA). CTA will administer all aspects of HMIS effectively in order to track the needs and progress of homeless and formerly homeless people in Santa Barbara. CTA will communicate to users the technical aspects and purpose of the system. CTA will engage and respond to the needs of a diverse group of users and community members. CTA will provide support in measuring the performance of programs serving homeless and formerly homeless people.

### **Program approach**

CTA's approach is to provide technological tools that facilitate the seamless flow of data between systems, real-time information, useful analytics, and reports so that service providers and administrators can better serve the homeless and formerly homeless. We help our clients integrate, exchange, and use data across systems. We provide analytics and visual tools that make it easier to assess the impact of programs and services and to communicate that impact to policy makers and funders.

### **Project management approach**

CTA believes every project should have a clear and rigorously applied project management approach. The primary focus of CTA's project management approach is to work collaboratively with stakeholders to ensure the project meets the defined requirements and objectives, and consistently produces quality deliverables and overall service.

### **Project team**

The project team will consist of personnel from Community Technology Alliance and designated Santa Barbara staff. The HMIS Manager will work with all designated stakeholders to perform project planning and is responsible for communicating with Santa Barbara stakeholders on the performance of the project.

### **Project management plan**

The HMIS Manager will ensure the project management plan remains aligned with the applicable deliverables as detailed in "Project Timeline – 2017" and in "Homelessness Assistance Programs Overview".

### **Cost management plan**

The HMIS Manager will be responsible for managing and reporting on the project's cost throughout the duration of the project. All budgetary authority and decisions, including budget changes, reside with the project sponsor.

### **Schedule management plan**

Project schedules will be created starting with the deliverables identified in the scope of work. The schedule will identify deliverable dates, tasks to be performed, and roles and responsibilities to complete each deliverable. Activity sequencing will be used to determine the order of deliverables and to assign relationships between activities.



## | Approach

### **Communication management plan**

The HMIS Manager will take the lead role in ensuring effective communication on this project. For each type of communication, CTA and the sponsor will determine who will communicate, when to communicate, and to what audience.

### **Project scope management plan**

Scope management will be the responsibility of the HMIS Manager. The manager, sponsor, and stakeholders will establish and approve documentation describing project scope, which includes deliverable quality checklists and work performance measurements. The sponsor is responsible for approving the final project deliverables and project scope. Proposed scope change protocols are defined below in the change management plan.

### **Change management plan**

- Step #1: Identify the need: Any stakeholder as defined in scope of work may identify a need. Requestor will submit a change request via the Help Desk or email to the HMIS project director
- Step #2: Project director will maintain a log of all change requests
- Step #3: Project director and his/her team will evaluate the change, including an evaluation of the impact of the change to cost, risk, schedule, and scope
- Step #4: Project director submits change request and analysis to CEO for review

**Cost: April 1, 2017-June 30, 2017**

<b>Item</b>	<b>Description</b>	<b>Annual Cost*</b>
HMIS Administration	Administer HMIS system, trainings, workflow manuals, online HMIS portal	\$11,150
HMIS Reporting	Up to 60 hours of report support	\$11,100
HMIS User Support	Provide up 48 hours during the 3 month contract in user support, including online ticketing system for admins and users	\$7,200
<b>Total</b>		<b>\$29,450</b>

**Transition from Service Point 5 to Service Point 6 and Qlik**

Bowman Systems has not yet released sufficient data to determine the scope of work involved in transitioning from SP 5 to SP6 and Qlik. Once Bowman Systems releases documentation on SP 6, CTA will be able to provide a scope of work. It is anticipated that the transition to SP 6 will need to occur prior to changes in the HUD Data Standards. Changes are scheduled for October 2017.

Additional services (optional):

- Consulting: \$150 per hour
- Customized reporting: \$185 per hour

## | Availability

Community Technology is ready, willing and able to perform the work in accordance with this RFQ and in accordance with this proposal. Community Technology expressly agrees to the General Conditions for Submission of Proposal.

### **Community Technology Alliance**



By:

Name: Bob Russell  
Title: Chief Executive Officer

## Appendix A | Resumes

### **Bob Russell**

1080 Minnesota Ave, Suite 1  
San Jose, CA 95126  
bob@ctagroup.org ♦ 408-549-1708

**Community Technology Alliance** – San Jose, CA      April 2010 to present

**Interim Chief Executive Officer** – July 2015 to March 2016

**Chief Executive Officer** – April 2016 to present

- Led organization and staff through transition, redefining and focus our mission on four core competencies: Coordinated entry/data hub, Mobile apps, HMIS and Human Services design, and Data visualization/reporting
- Developed, maintain and support a strong Board of Directors
- Developed comprehensive funding strategy involving grants and corporate contributions

**YMCA of Silicon Valley** – San Jose, CA

February 2008 to December 2009

**Director of Human Resources**

- Provided HR support to facilitate staff and volunteers through a merger resulting in a \$63M non-profit organization, with 2000 employees and 14 locations
- Managed complex employee relations issues, consult with legal counsel, assess risks, and deliver solutions to minimize litigation and compliance issues
- Consultative business partner to executives to achieve strategic organizational goals and to address critical issues
- Led and implemented major HR initiatives including salary administration and benefits redesign, performance management redesign, training/development requirements, and HR risk assessment
- Designed and delivered career development, emerging leader and competency development programs
- Integrated two separate recruitment programs into a single online process delivering real-time recruiting solutions and qualified applicants to 14 locations. Designed and implemented online delivery of HR programs and services to branches
- Certified in administering Meyers-Briggs and other assessment tools

**Mount Hermon Association** – Mount Hermon, CA      September 1992-January 2008

**Director of Human Resources**

- Led and implemented major HR initiatives including organizational redesign, recruitment, performance management redesign, training/development requirements, and HR risk assessment
- Managed complex employee relations issues, consult with legal counsel, assess risks, and deliver solutions to minimize litigation and compliance issues
- Created and developed a program for volunteers to provide operational and program support. Program grew from 2000 volunteers hours in first year to 8000 hours in second year

Appendix A | Resumes

# JAVIER CELEDON CABRERA

845 IMPERIAL AVE, MODESTO  
CALIFORNIA 95358  
JAVIER@CTAGROUP.ORG  
(209) 303-1008

## EXPERIENCE

**Project Director** October 2013 – Present  
Community Technology Alliance, San Jose, California

Responsibilities include. Lead Project Manager for Monterey, and Santa Cruz Counties. Responsible for: developing training materials, training all users in a group and one on one setting, setting up new agencies and managing data quality. Also responsible for preparing and submitting HUD reports such as Annual Performance Reports, Annual Homelessness Assessment Report and assisting with the collaborative application.

**Contract IT Manager** November 2011 – Present  
Randhawa Medical Group, Newman, CA & Ceres Medical Associates, Ceres, CA

Handle all IT related issues for Medical Clinic. Including but not limited to Server Maintenance, Server hardware installation and upgrades. Remote Assistance, Patch and software upgrade management and installation. Developing setting up and deploying backup system. Developing forms for use with IMS by Meditab, A Patient management system running on an SQL 2008 backend. I am also responsible for recommending/negotiating software purchases between clinic management and vendors.

**HMIS Technician, [www.stancoha.org/HMIS](http://www.stancoha.org/HMIS)** May 2011 – October 2013  
Housing Authority of Stanislaus County, Modesto, California

Responsibilities include. Developing training materials. Database management. Training all users in a group and one on one setting. Setting up new agencies, managing data quality and system deduplication. Also responsible for preparing and submitting HUD reports such as Annual Performance Reports, Annual Homelessness Assessment Report, Housing Inventory Chart, Point In Time count as well as assisting with the collaborative application. Also responsible for maintenance of the HMIS and technical support for any HMIS related questions as well as developing and implementing new HMIS forms in order to meet HUD requirements.

**Application Specialist, I/T Specialist** March 2011 – May 2011  
Alliance Worknet, Modesto, California

General Help desk troubleshooting 1 on 1 interaction and coaching users through issues, assisting in designing of Active Directory Structure and implementation. On site IT support, troubleshooting printers Faxes and other peripherals.

**Pre-Press Assistant/ Graphic Designer** April 2010 – January 2011  
Modesto Junior College, Modesto, California

Responsible for updating forms needed by college for various needs, as well as developing manuals for tools and equipment used by press shop.

### Valuable Skills

In-depth understanding of HUD terminology and Continuum of Care regulations

Ability to explain complex technical concepts in way non-technical users can easily grasp

Strong work ethic, comprised of attention to detail, ability to take responsibility for one's actions, and a focus on continuous improvement.

**OS Experience**  
Ubuntu  
Fedora  
Windows 7/8/Vista/XP  
Server 2008/R2

**Specialized Software**  
ClientTrack HMIS  
Servicepoint HMIS  
Efforts to Outcomes

Intelligent Medical Software (IMS) by Meditab

## Appendix A | Resumes

### Experience

#### Community Technology Alliance

##### Project Assistant November 2014 – Present

- Provide assistance to over 50 user of the Homeless Management Information System
- Set up licenses for the Homeless Management Information System
- Run reports/ data analysis of data within the Homeless Management Information System

#### VITAS Innovative Hospice Care

##### Intensive Care Coordinator November 2013 – May 2014

- Obtain requests to staff higher levels of care from the team on a daily basis
- Research then generate Per Diem Reports
- Prioritize over 60 staff to requesting patient(s)
- Complete and validate payroll

#### Hardware Designee September 2012 – November 2013

- Create and implement Standard Operating Procedures for Issuing Tablets
- Issue and instruct the use of tablets to 75+ employees
- Reinitialize computers to ensure computers are ready for training courses
- Enable web conferencing
- First point of contact for any technical issues around the office

#### Covering Admission Manager Assistant September 2011 – March 2012

- Coordinate daily meetings to give daily reports to management of the new admissions
- Assist with scheduling of Registered Nurses and patients' families
- Designate and assign teams to the new patients, based on territory or preferences
- Communicate updates with patients' families
- Transcribe, compose and prepare prescriptions and reports

### Education

#### University of California, Merced 2005-2009

Bachelor of Arts in Economics, Bachelor of Science in Cognitive Science; Minor in Management

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**COMMUNITY TECHNOLOGY ALLIANCE (CTA)**

**Homeless Management Information System (HMIS)**

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 **Community Technology Alliance** having its principal place of business at 1671 The Alameda, Suite 300, San Jose, CA 95126 (herein called the "CONTRACTOR") as of this 14th day of March, 2017 ("Agreement").

WITNESSETH THAT:

WHEREAS, Title IV of the McKinney-Vento Homeless Assistance Act of 1987, Subtitle B (42 U.S.C., § 11371 et seq.), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"), interim rule at 24 CFR Part 576 hereinafter called "the Act" requires that all communities have an HMIS with the capacity to collect unduplicated counts of individuals and families experiencing homelessness.

WHEREAS, the Continuum of Care Program (CoC 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 "CoC Act"; and

WHEREAS, with enactment of the HEARTH Act, HMIS participation became a statutory requirement for recipients and subrecipients of CoC Program and Emergency Solutions Grants (ESG) funds.

WHEREAS, COUNTY serves as the HMIS Lead Agency for the Santa Maria/Santa Barbara Continuum of Care (CoC); and

WHEREAS, pursuant to 24 CFR § 578.57, CoC funds may be used to pay administrative costs of contributing data to the HMIS;

WHEREAS, the COUNTY requires the services of the CONTRACTOR to provide HMIS administrative services, trainings for users, maintenance of an online HMIS portal for HMIS users, because CONTRACTOR represents it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement;

WHEREAS, Contractor has successfully provided HMIS services to the Santa Maria/Santa Barbara CoC homeless provider agencies in the past which use the HMIS to collect data on the nature and extent of homelessness over time; 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 Organization Plan Section (Page 4) 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 April 1, 2017 and shall end on June 30, 2017 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 the Cost Section (page 10) of Attachment A. In addition, COUNTY may require a more detailed budget breakdown than the one contained herein, and the 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 \$29,450 for the payment of eligible expenses 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 measurable objectives 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**

Community Technology Alliance  
Bob Russell, Chief Executive Officer  
1080 Minnesota Avenue, Suite 1  
San Jose, CA 95125  
Office: (408) 549-1708  
Email: bob@ctagroup.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 583.230 and (2) CONTRACTOR does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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 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.

**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.

G. 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, COUNTY and CONTRACTOR have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

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

[Signatures on following page]

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

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

“COUNTY”  
COUNTY OF SANTA BARBARA:

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

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

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

By: \_\_\_\_\_  
George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK MANAGEMENT

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

“CONTRACTOR”  
Community Technology Alliance

By: \_\_\_\_\_  
Bob Russell, CEO