

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
Legal Aid Foundation of Santa Barbara County  
FOR  
CDBG-CV Emergency Rental Assistance**

This SUBRECIPIENT AGREEMENT (herein called the “Agreement”) is made and entered into by and between County of Santa Barbara (herein called the “County”), a political subdivision of the State of California, and the Legal Aid Foundation of Santa Barbara County (herein called the “Provider”), a California nonprofit organization whose address is 301 E. Canon Perdido St., Santa Barbara, CA 93101, and is made with reference to the following:

WHEREAS, in response to the Coronavirus pandemic, on March 27, 2020, the United States Congress enacted the Coronavirus Aid, Relief and Economic Security (CARES) Act to provide economic relief and assistance. The CARES Act included special allocations of Community Development Block Grant funds (“CDBG-CV”) to prevent, prepare for, and respond to the coronavirus; and

WHEREAS, the County has secured CDBG-CV funding from the United States Department of Housing and Urban Development (“HUD”), under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act) and the regulations promulgated thereunder (“Regulations”); and

WHEREAS, the Provider is a California nonprofit organization and represents that it has the skills, expertise and all licenses and permits necessary to perform the services required under this Agreement; and

WHEREAS, the County wishes to engage the Provider to assist the COUNTY to provide CDBG-CV eligible services to serve the citizens of the County; and

WHEREAS, the County desires to make available to Provider fifty thousand Dollars (\$50,000) to be used by the Provider to provide tenant counseling services as delineated in Section 1 Scope of Service of this Agreement for the period commencing on the date set from in Section 4 Term of this Agreement and ending December 31, 2020, as permitted by the HCD Act and the Regulations and according to the terms and conditions more particularly set forth herein; and

WHEREAS, Provider’s services are eligible activities under 24 CFR Part 570.201(e).

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

1. Service to be Provided

A. Scope of Service

The Provider will perform initial client intake and screening, and refer qualifying tenants to the Housing Authority of the County of Santa Barbara (HACSB) for remittance of CDBG-CV funds in the form of rent assistance to tenants’ respective landlords. The Provider will

leverage the CDBG-CV funds administered by HACSB by ensuring, to the best of its ability, that only people who cannot be assisted by other programs are referred to HACSB, thus maximizing the impact of CDBG-CV funds in the community.

The services shall be provided to residents who reside within the unincorporated areas of the County and within the jurisdictional boundaries of the Cities of Goleta, Solvang, Carpinteria Santa Maria, and Buellton (Partner Cities) in accordance with Exhibit A Scope of Work (SOW). The Cities of Lompoc, Guadalupe, and Santa Barbara are not covered under this Agreement.

The Provider shall perform the work as described in the SOW, attached hereto and incorporated as Exhibit A, and provide the staff necessary to carry out the SOW as shown in Exhibit B Budget. Services may be provided in person as permitted by law during the State and County mandates for quarantine and social distancing at any of the three (3) Provider's office locations listed below or by phone or by virtual meeting using on-line services such as Zoom or Skype.

**Santa Barbara Main Office**

301 E. Canon Perdido Street, Santa Barbara, CA 93101  
Monday–Thursday: 9:30 am to noon, and 1:30–4pm  
Friday: by appointment only

**Santa Maria Office**

201 S. Miller Street, Ste. 209, Santa Maria, CA 93454  
Monday–Thursday: 9:30 am to noon, and 1:30–4pm  
Friday: by appointment

**Lompoc Office**

604 E. Ocean Ave, Ste. B. Lompoc, CA 93436  
Monday–Thursday: 9:30 am to noon, and 1:30–4pm  
Friday: by appointment

**B. Eligible Costs**

Only costs incurred to administer the services delineated in Exhibit A SOW are eligible for reimbursement and are included in the Budget attached hereto and incorporated as Exhibit B. All of the services shall be performed by Provider with Provider's own staff. Provider represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. Provider shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

Provider represents and warrants to County that it shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits,

qualifications, insurance and approvals of whatsoever nature that are legally required of Provider to practice their professions.

C. Changes

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by County and Provider. County and Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by duly authorized representative(s) of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release County or Provider from its obligations under this Agreement that are not changed by the amendment. Provider agrees not to unreasonably withhold its approval of any amendments proposed by County that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

Any amendments to this Agreement must be approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of County, except the Director of the County Community Services Department or designee is authorized to approve at his or her discretion and execute amendments on behalf of County to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each Budget line item, provided that the overall amount of the CDBG-CV funds is not increased; and (b) additions to or deletions of the line items in the Budget; provided that all expenditures are eligible pursuant to 24 CFR part 570.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.
3. Changes extending the length of the Term as described in Section 4 up to a maximum of 6 months. This Section shall not obligate the County to extend the length of the Term at Provider's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section 10. Any change made to the length of the Term pursuant to this Section shall not alter or waive the County's rights under this agreement, including but not limited to the County's right to terminate this Agreement as set forth in Section 10.

D. COUNTY Recognition

Provider shall ensure recognition of the role of the COUNTY in providing CDBG-CV Funds through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Provider shall include a reference to the support provided herein in all publications made possible with CDBG-CV Funds made available under this Agreement.

2. Payment Arrangements

- A. Payment for services shall be made in accordance with the Budget attached hereto as Exhibit B and submitted on the County Expenditure Summary and Payment Request (ESPR), provided by County substantially similar to the form attached hereto as Exhibit C. Requests for payments must be submitted quarterly for costs incurred during the term of this Agreement and are due on the 15<sup>th</sup> of the month following the end of the quarter. The first payment request will be for costs incurred through June 30, 2020 and due by July 15, 2020. Payments are provided on a reimbursement basis. Payment requests must be supported with invoices and/or receipts, proof of payments, and payroll information.
- B. Payments may be withheld until reports are received in accordance with Sections 3.
- C. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B. Upon receipt of an acceptable "*Expenditure Summary and Payment Request*" (ESPR), for which a sample is attached hereto as Exhibit C, together with proper support documentation for the services described in Exhibit A SOW, and Reporting data required in Section 3 of this Agreement, HCD shall review the claim and when approved, make payment.
- D. County has no obligation to provide funds under this Agreement if for any reason HUD fails to provide the CDBG-CV funds to the County or if the Agreement is terminated or suspended as set forth in Section 9.A below.

3. Reporting

- A. The Provider shall report on the number of persons served in each of the Program Performance Objectives and Outcomes described in Exhibit A SOW; and
- B. Reports will be due to the County on a quarterly basis on the 15<sup>th</sup> day of the month following the end of each quarter of the contract period, with the first report due July 15 for the quarter ending June 30, 2020; and
- C. Reports will be provided on the form attached hereto as Exhibit E, or similar form approved by the County.

4. Term and Amount of Contract

The amount payable to Provider under this Agreement shall not exceed **\$50,000**. The term of this Agreement will begin on **May 19, 2020** and terminate on **December 31, 2020**. Costs incurred after the termination date will not be reimbursed by the County.

5. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Notices may be delivered by facsimile or other electronic means if the party to be noticed agrees to delivery by these means and if that delivery is followed by delivery via U.S. Mail (postage prepaid), commercial courier, or personal delivery the next business day. 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 contract shall be directed to the following contract representatives:

**County**

Laurie Baker, Program Manager  
Housing and Community Development  
123 E. Anapamu St., 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Office: (805) 560-3521  
Fax: (805) 560-1091

**Provider**

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

6. Provider Records, Accounting and Audits

Provider shall maintain records of all business conducted under the terms of this Agreement. The records shall be available for inspection by County at all reasonable times during usual business hours. Provider is required to keep all records for a minimum of 5 years following the end of the term of this Agreement. Provider shall at Provider's expense, have an audit performed if Provider expends \$750,000 or more in federal funds in accordance with the requirements at 2 CFR.501. Provider shall provide a copy of the audit to the County at the County's request. The audit shall be performed by a qualified, independent auditor.

7. Discrimination

By this reference Article XIII of the Santa Barbara County Code prohibiting unlawful discrimination in employment practices by contractors with the County is made a part of this Agreement.

8. Prohibition against Agency Support for Candidates of Santa Barbara County Board of Supervisors

Provider agrees, during the term of this Agreement, to refrain from endorsing any candidate for membership on the Board of Supervisors and to refrain from making campaign contributions or expenditures to or on behalf of the candidacy of any candidate for County Supervisor.

9. Suspension or Termination

In accordance with 2 CFR Part 200 subpart D Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 570.503 (b)(6), County may suspend or terminate this Agreement if Provider materially fails 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 or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of Provider to fulfill its obligations under this Agreement;
- Ineffective or improper use of CDBG-CV funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

A. Termination by COUNTY

County may, by written notice to Provider, 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 Provider to fulfill the obligations herein.

- i. **For Convenience.** In accordance with 2 CFR Part 200, this Agreement may be terminated for convenience by County with the consent of Provider in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- ii. **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 Provider 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.
- iii. **For Cause.** Should Provider 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, Provider 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 Provider, unless the notice directs otherwise.

B. Termination by Provider

In accordance with 2 CFR 200, this Agreement may be terminated by Provider, 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 200.

- C. Upon termination, Provider 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 Provider in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Provider to retain.
- D. If HUD demands reimbursement from County for County's payments to Provider due to Provider'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, Provider shall fully and completely reimburse County in

the total amount of such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

## 10. General Conditions

### A. General Compliance

The Provider agrees to comply with the requirements of the Regulations at 24 CFR Part 570, including subpart K, except that (1) the Provider does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Provider does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. In addition, Provider agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit D. Provider agrees to comply with 24 CFR 570.609, the Suspension and debarment rules, and 24 CFR 570.614, the Architectural Barriers Act of 1968. Provider also agrees to comply with the terms of HUD's award to County, including the grant agreement, assurances in an application, or a notice of award and all other applicable Federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the CDBG-CV funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of the Provider in any action or proceeding against Provider, whether the County is a party thereto or not, that Provider has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between Provider and County. The Provider further agrees to utilize CDBG-CV Funds available under this Agreement to supplement rather than supplant funds otherwise available.

### 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. The Provider 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 Provider's behalf, and should County be required to do so by state, federal, or local taxing agencies, Provider 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, Provider 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. Insurance and Indemnification

The Provider shall comply with the insurance and indemnification provisions set forth in Exhibit H "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

### D. Workers' Compensation

The Provider shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit H.

11. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Provider agrees to comply with 24 CFR § 570.502 and the Uniform Administrative requirements referenced therein, including but not limited to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Indirect Costs

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

3. Procurement

a. Compliance

Provider shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. The Provider shall comply with the procurement requirements in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. Federal Requirements

Unless excepted under 24 CFR 570, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, Subpart D shall apply to Federal Community Development Block Grant awards made to non-Federal entities.

4. Travel

Provider shall obtain written approval from the County for any travel outside the County with funds provided under this Agreement.

5. Administrative Requirements

The Provider also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR § 570.502 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011) and found in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Funds received by Provider from County pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of Provider or of any principal or member of Provider in an account in a banking or savings and loan institution. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this



Agreement and Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for the County to effectively monitor costs under this Agreement.

## 12. Personnel & Participant Conditions

### A. Civil Rights

#### 1. Compliance

The Provider shall comply with Santa Barbara County Codes, Chapter 2 Administration, Article XIII. Unlawful Discrimination, County Contracts and 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

The Provider shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. 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 Provider agrees to comply with said Ordinance.

#### 3. Section 504

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

### B. Affirmative Action

#### 1. Approved Plan

The Provider 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.

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

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

### C. Employment Restrictions

1. Prohibited Activity

The Provider is prohibited from using CDBG-CV Funds provided herein or personnel employed in the provision of the activities set out in this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. Provider agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, Provider certifies that it is under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

D. Conduct

i. Assignability

The Provider shall not assign or transfer any interest in this Agreement without the prior written consent of the HCD thereto and any attempt to so assign or 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 the Provider from the 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 the HCD.

ii. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

The Provider will monitor all contracted and 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

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

d. Selection Process

The Provider shall undertake to insure that all contracts and 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 contracts and subcontracts shall be forwarded to the County along with documentation concerning the selection process.

iii. Hatch Act

The Provider 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.

iv. Conflict of Interest

The Provider agrees to abide by the provisions of 2CFR 200.112, 2 CFR Part 2400, and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Provider 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.

a. No employee, officer or agent of the Provider 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 CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, 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 the County, the Provider, or any designated public agency.

d. The Provider shall promptly disclose to the County, in writing, any potential conflict of interest.

v. Lobbying

The Provider 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; and

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

b. It will require that the language of paragraphs (a),(b),(c)and (d), , of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements) and that PROVIDER and all contractors and subcontractors shall certify and disclose accordingly:

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.

vi. Copyright

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

vii. Drug Free Workplace

The Provider shall comply with the Federal Drug-Free Workplace Act (41 U.S.C., §§ 8101 et seq.), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and the Provider's policy and penalties for drug abuse violations occurring in the workplace.

13. 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.

14. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

15. Waiver

The County's failure to act with respect to a breach by the Provider 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 the 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.

16. Entire Agreement

This Agreement constitutes the entire agreement between the County and the Provider for the Provider's use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Provider 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.

17. 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.

18. Time Is of The Essence

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

19. Nonexclusive Agreement

Provider 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 Provider as the County desires.

20. 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.

21. 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.

22. 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 local, state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, PROVIDER

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

23. Precedence

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

[Signatures on Following Page]

**IN WITNESS WHEREOF**, COUNTY and PROVIDER have executed this Agreement by the respective authorized officers as set forth below to be effective on the date set forth in Section 4 Term of this Agreement.

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

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

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

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

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

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

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

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

**COUNTY OF SANTA BARBARA:**

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

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

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

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

**PROVIDER: Legal Aid Foundation of the County of Santa Barbara**

By: \_\_\_\_\_  
Board President

