

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (“Agreement”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and Channel Islands Restoration, a California nonprofit public benefit corporation with a mailing address at PO Box 40228, Santa Barbara, CA 93140 (“CONTRACTOR”) wherein CONTRACTOR agrees to provide, and COUNTY agrees to accept, the services specified herein.

**WHEREAS**, The State of California has established the California Encampment Resolution Funding Program (“CERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) effective July 19, 2021) to provide one-time, competitive grant funds to counties and other jurisdictions; and

**WHEREAS**, the Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency (“Agency”);

**WHEREAS**, On December 14, 2021, the County of Santa Barbara’s Board of Supervisors passed and adopted Resolution No. 21-01118, allowing the Director of the Community Services Department to apply for, receive, and administer the CERF funds for the County of Santa Barbara; and

**WHEREAS**, the County entered into a Standard Agreement with the State of California for \$2,520,000 in CERF funding, which sets forth Program guidelines (the “CERF Program Guidelines”); and

**WHEREAS**, SUBRECIPIENT’s services are eligible activities as outlined in the State’s CERF Program Guidelines as they constitute an innovative service delivery model and cross-systems collaboration that supports individuals experiencing homelessness in encampments as they move towards a meaningful path to safe and stable housing, using non-punitive, low-barrier, person-centered, Housing First approaches, as set forth in Welfare and Institutions Code sections 8255 et seq.; and

**WHEREAS**, COUNTY selected the following eligible activities from the State’s CERF Program Guidelines: Staffing for Outreach and Engagement, Client Services and Direct Assistance, Interim Housing, Environmental Rehabilitation, and Transportation; and

**WHEREAS**, CONTRACTOR represents that it is qualified and willing to provide Environmental Rehabilitation; and

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

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

### **1. DESIGNATED REPRESENTATIVE**

George Chapjian at gchapjian@countyofsb.org is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Ken Owen at ken@cirweb.org is the authorized

representative for CONTRACTOR. Changes in a party's designated representative shall be made only after advance written notice to the other party.

## **2. NOTICES**

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

To COUNTY:                   George Chapjian, Director  
County of Santa Barbara  
Community Services Department  
123 E. Anapamu St., Second Floor  
Santa Barbara, CA 93101  
Office: (805) 568-3524  
Fax:   (805) 568-2467

To CONTRACTOR:       Ken Owen  
Channel Islands Restoration  
PO Box 40228  
Santa Barbara, CA 93140  
Office: (805)448-5726

or at such other address or to such other person as such party may from time to time designate in accordance with this Section 2. If sent by first class mail, notices and consents under this Section 2 shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Section 2 shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

## **3. SCOPE OF SERVICES**

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

## **4. TERM**

CONTRACTOR shall commence performance hereunder on May 16, 2023, and end performance upon completion of the Services, but no later than June 30, 2024, unless otherwise directed by COUNTY or unless earlier terminated ("Term").

## **5. COMPENSATION OF CONTRACTOR**

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

## 6. **INDEPENDENT CONTRACTOR**

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

## 7. **STANDARD OF PERFORMANCE**

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

## 8. **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.

## 9. **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on 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.

## **10. CONFLICT OF INTEREST**

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

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

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

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

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

### **13. COUNTY PROPERTY AND INFORMATION**

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

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

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

### **15. INDEMNIFICATION AND INSURANCE**

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

### **16. NONDISCRIMINATION**

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

### **17. NONEXCLUSIVE AGREEMENT**

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

## 18. **NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## 19. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.
  2. **For Non-appropriation 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.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date such notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR 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.

**20. SECTION HEADINGS**

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

**21. SEVERABILITY**

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

**22. REMEDIES NOT EXCLUSIVE**

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

**23. TIME IS OF THE ESSENCE**

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

**24. NO WAIVER OF DEFAULT**

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

**25. ENTIRE AGREEMENT AND AMENDMENT**

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

**26. SUCCESSORS AND ASSIGNS**

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

**27. COMPLIANCE WITH LAW**

CONTRACTOR agrees to provide services to COUNTY, and to perform all of its obligations hereunder, in accordance with EXHIBITS D and E attached hereto and incorporated herein by reference

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

**28. CALIFORNIA LAW AND JURISDICTION**

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

**29. EXECUTION OF COUNTERPARTS**

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

**30. AUTHORITY**

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

**31. SURVIVAL**

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

**32. PRECEDENCE**

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



Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Channel Islands Restoration.

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

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA:

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

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

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

DocuSigned by:  
By: Robert Eis  
D23019E2AF094BE...  
Deputy Auditor-Controller

DocuSigned by:  
By: George Chapjian  
89FB8FFFE9E4F2...  
George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEN  
COUNTY COUNSEL

DocuSigned by:  
By: Lauren Wideman  
0F464D822C84450...  
Deputy County Counsel

APPROVED AS TO FORM:  
GREGORY MILLINGAN, ARM, AIC  
RISK MANAGEMENT

DocuSigned by:  
By: Gregory Milligan  
DC240AC1E64247D...  
Risk Manager

“CONTRACTOR”  
Channel Islands Restoration

DocuSigned by:  
By: Ken Owen  
462E9C97438444F...  
Ken Owen, Executive Director

## EXHIBIT A

### Santa Barbara County Encampment Environmental Rehabilitation along the Transit Corridors Scope of Services

**Methodology to include:** Identification of sites, collection of native vegetation, development of plant palette, revegetate and deter future occupation, maintenance (watering, removal of invasive species).

#### General Specifications:

- All activities and expenditures must fall under California Encampment Resolution Funding Program (“CERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) effective July 19, 2021), Standard Agreement and CERF Program Guidelines, documented by invoices.
- As directed by the County, provide homeless encampment environmental rehabilitation.
- Sites will be identified individually. The County will make an effort, when possible, to cluster several sites. Sites include under structures (e.g., bridges), open areas, vegetated ground cover, and/or in roads right-of-way. Property may be public or privately owned. The County will be responsible to give access to the site; however, Contractor will be required to coordinate all necessary permits as required.
- Site supervisor and worker(s) must be trained and certified in the environmental rehabilitation field, and should include a local biologist who can identify native plants and native habitats, including wildlife habitat, and develop measures to preserve such areas, and mitigate damage to such areas, so that the benefits of environmental rehabilitation funded by this program is not offset by concurrent clearing of native plants and habitats. In addition, a restoration expert should be included on the team to help develop the plan for post cleanup rehabilitation / revegetation of the sites. Provide copies of any applicable training records, certifications, and licenses required to perform this work.
- All sites will be approved by the County prior to Contractor accessing the site.
- Work shall be performed based on time and material. Documentation of employee hours, sub-consultant costs, equipment and material costs, and disposal costs shall be provided to the County.
- Prevailing wages must be paid for those individuals working on this Project, to include, landscape maintenance laborer, laborer, traffic control, and any other position as appropriate. Certified Payroll documentation is required to be submitted to the Department of Industrial Relations (DIR).
- A County Business License is required prior to performing work within the County.

#### Duties and Responsibilities:

- Rehabilitation duties shall include surveying sites and approved handling and installation of all material. Disposal shall be at a site permitted to accept such materials.
- Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, install, transport, and maintain the site.

- Contractor shall coordinate with the County on a site-by-site basis to determine the work order for each site. The work order will establish the site start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite representative.
- County shall coordinate resolution of the encampment, including removal of debris/waste and other sanitation services, prior to environmental rehabilitation.
- Contractor shall provide all supervision and management of crews and subcontractors and ensure all necessary safety procedures are followed. The supervisor/manager will serve as the County's contact.
- Contractor shall photograph the encampment site before and after work and provide an electronic copy of each photograph to the County.
- Contractor shall schedule frequent monitoring to protect irrigation systems as needed and will alert the County of attempts at re-occupation.
- Contractor shall notify the County when the work is complete and provide a report for each site, including before and after photographs, ongoing care plan, expenses, and other relevant details as requested.
- Contractor shall notify the County's designated representative in the event an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
- Contractor shall consider shrubs and vegetation as a deterrent measure for future encampments; this may include planting low-growing thorny native plants such as wild rose and blackberry which do not create cover for camping, which are low fire risk species, and which may deter camping while controlling nonnative plants which exist and may provide cover and increase fire risks e.g., *Arundo donax* (giant reed) and eucalyptus.
- Contractor shall always perform work in a timely and efficient manner and in a courteous and business-like manner.
- Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

**The County's application for California Encampment Resolution Funds (CERF) provides the framework and specifics approved:**

*Sustainable restoration.* When initiating closure and resolution of a camp, it is critical to simultaneously employ other interventions (ex: re-planting vegetation, warning signage, regular outreach) to prevent re-encampment. Caltrans, UPRR, and local environmental advocacy groups have access to funding to support sanitation services/clearing of encampments once the clients have moved from unsheltered homelessness. This funding will support rehabilitation efforts, such as re-planting and repair to damaged areas, including environmentally sensitive areas such as creeks and ocean outlets.



# Channel Islands Restoration

*restoring habitat and promoting environmental education*

## County of Santa Barbara Community Services Department Encampment Environmental Rehabilitation RFP Response February 2023



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## Statement of Qualifications

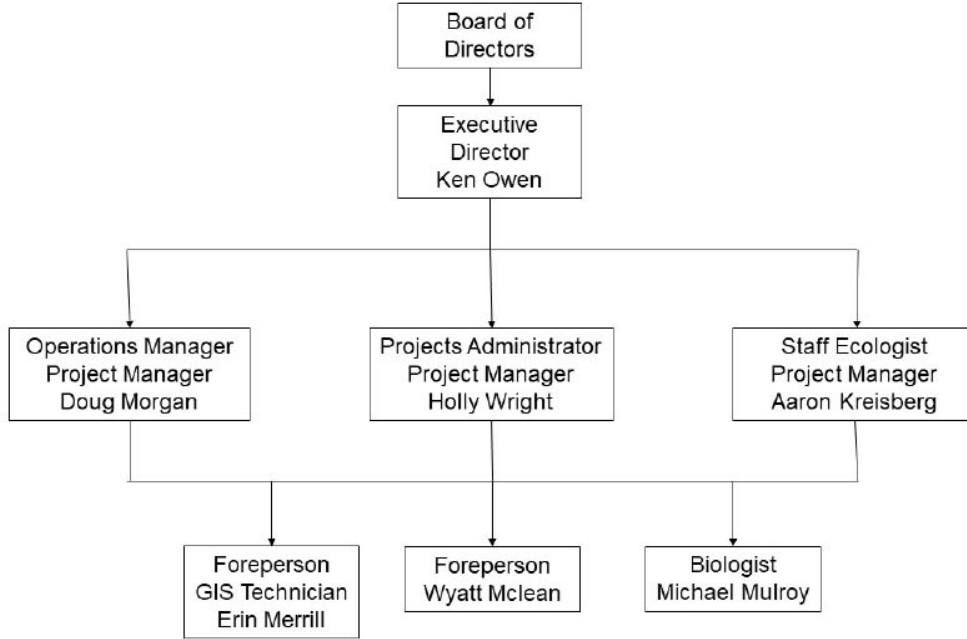
Channel Islands Restoration (CIR) has been restoring habitats on the Channel Islands and the coastal areas of Southern California since 2002. CIR specializes in planting and propagating native plants, eradicating non-native invasive species, installing irrigation systems, preparing habitat restoration plans, and conducting botanical and biological surveys. CIR personnel have expertise in the identification of native and non-native plants, environmental services, planning, permitting, and the protection of and safe interaction with threatened and endangered species and habitats. CIR is experienced in working and restoring environmentally sensitive habitat areas. CIR is a licensed landscape contractor, is a licensed pest control business, and five staff hold Qualified Applicator Licenses through the California Department of Pesticide Regulation. CIR's executive director is a FAA licensed drone pilot. CIR's operations manager is experienced in project management, delivering high quality work within project scope and budgets, and holds a Qualified Applicators License in the landscape maintenance category. CIR's staff ecologist is trained in CNPS/CDFW rapid vegetation assessment method, is botanically experienced with the flora of the Santa Barbara region, has conducted biological assessments in Santa Barbara County, holds a Qualified Applicator License in aquatic and right of way categories, and is experienced in ecological analysis and reporting. CIR has worked on 30 different projects on the Channel Islands, and more than 70 projects in Santa Barbara and Ventura Counties. CIR clients include four federal agencies, six state agencies, nine local or tribal agencies and sixteen private entities. CIR is a 501©(3) nonprofit organization with an eight-member board of directors and an executive director.

As a non-profit organization, CIR is overseen by a volunteer board of directors and day to day operations are managed by the Executive Director. Under the Executive Director, an Operations Manager, Projects Administrator, and Staff Ecologist manage projects for a variety of jobs. Doug Morgan, the operations manager, would serve as the project manager for the project where CIR would be a contractor to the County of Santa Barbara Community Services Department for environmental rehabilitation of inactive homeless encampments. Under the project manager several key staff are employed, with a few mentioned in the organizational chart in Figure 1. All CIR field staff are trained in environmental rehabilitation and the identification of native plants and habitats. All staff will be paid prevailing wages as part of this project. CIR staff, and as an organization, is experienced in preserving sensitive areas and the mitigation of any incidental impacts to native habitats.

CIR's project team consists of multiple individuals, with several landscape maintenance laborer category staff employed on a variety of projects. Overseeing the work of the project managers is CIR's Executive Director, Ken Owen. Mr. Owen has over 20 years of experience working in the environmental field, particularly in managing and implementing habitat restoration of various scales. The Executive Director holds a Qualified Applicator's License from the California Department of Pesticide Regulation (DPR), is a licensed drone operator with the Federal Aviation Administration, and has considerable experience working in the environmental rehabilitation field. Under the Executive Director are three members of the project team able to

serve as project managers for this RFP. The Operations Manager is identified as the project manager for the purposes of this project, but the Projects Administrator and Staff Ecologist can support him in that role as necessary.

The Operations Manager, Doug Morgan, and Projects Administrator, Holly Wright, both have considerable experience overseeing day to day management of projects and implementing habitat restoration projects of varying scale. The Operations Manager has considerable experience from having been a licensed contractor and this contributes to expertise regarding bidding, overseeing, communicating about, and completing complex projects. The Projects Administrator has considerable experience both in the field and with managing projects and is responsive and communicative. The Projects Administrator has experience with a range of project sizes and scopes, including managing the field operations of large-scale habitat restoration projects on the Santa Clara River and in both the Los Padres and Angeles National Forests.



**Figure 1: Channel Islands Restoration Organizational Chart of Selected Personnel**

CIR has experience conducting botanical and biological surveys in a variety of settings, including the City of Goleta, Santa Barbara County, and the Channel Islands. CIR’s Staff Ecologist, Aaron Kreisberg, has experience conducting biological assessments regionally. Mr. Kreisberg holds a graduate degree in Environmental Science & Management from University of California Santa Barbara (UCSB), is trained in the CNPS/CDFW Rapid Assessment of vegetation survey methodology and is experienced in avian and general biological surveys. Mr. Kreisberg is



educated in CEQA regulations and compliance having taken a graduate level course at UCSB's Bren School. He has conducted biological assessments in the City of Goleta for private homeowners and has taken part in special status species monitoring and surveys in the Los Padres National Forest.

Key team members below the project members are shown in the organizational chart in Figure 1. These team members are only a selection of CIR's crew leaders, field technicians, landscape maintenance laborers, and environmental expertise. Some complex, larger scale jobs require multiple field technicians. CIR can provide more personnel information upon request. Key personnel identified are Erin Merrill, foreperson and GIS technician, Wyatt Mclean, foreperson and botanist, and Michael Mulroy, biologist. The forepersons are particularly key personnel for CIR's environmental services jobs and have experience and expertise with field operations, habitat restoration, and identifying flora and fauna. The botanist and biologist have experience working a range of projects. The botanist has worked in the Santa Clara River on habitat restoration, the Angeles National Forest, on the Sisquoc and Santa Ynez Rivers eradicating Tamarisk in remote areas in areas of critical habitat for a variety of federally listed endangered species, and the San Marcos Foothills as part of a grassland survey. The biologist has conducted avian surveys at the San Marcos Foothills in Santa Barbara County and general biological surveys in the Los Padres National Forest.

CIR has in house expertise to develop restoration plans for post cleanup rehabilitation and revegetation of encampment sites. If determined to be necessary, CIR has access to local experts and expertise able to consult regarding restoration planning however CIR is experienced in developing environmental rehabilitation plans and implementing them. This includes developing a site-specific plant palette, sourcing on-site and container plant stock, and monitoring and maintaining rehabilitation sites to ensure project success.



## References

- Jeff Lindgren, Deputy Director Santa Barbara County Parks  
Email: [jlindgren@countyofsb.org](mailto:jlindgren@countyofsb.org)  
Phone: (805) 568-2475
- Stephanie Stark, Deputy Agricultural Commissioner Santa Barbara County  
Email: [sstark@countyofsb.org](mailto:ss Stark@countyofsb.org)  
Phone: (805) 681-5600
- Anna Huber, Conejo Open Space Conservation Agency  
Email: [ahuber@toaks.org](mailto:ahuber@toaks.org)  
Phone: (805) 449-2329
- Valerie Hubbartt, Los Padres National Forest  
Email: [valerie.hubbartt@usda.gov](mailto:valerie.hubbartt@usda.gov)  
Phone: (805) 724-0071
- Peter Dixon, The Nature Conservancy  
Email: [peter.dixon@tnc.org](mailto:peter.dixon@tnc.org)  
Phone: (858) 610-7399

## Methodology

The Scope of Work provided in the RFP provides three general areas across Santa Barbara County for work to take place: North County (Santa Maria), Mid County (Lompoc), and South County (Goleta to Rincon Creek). CIR has worked across Santa Barbara County and is comfortable accessing all identified general site locations identified in the RFP. As CIR has existing, ongoing work in the South County area these sites would be relatively straight forward to both schedule initial access to, work at, and follow-up monitoring. Regarding sites in Lompoc and Santa Maria, these would be ideally scheduled in a way to maximize efficiency in rehabilitation and follow-up monitoring. Monitoring and maintenance of South County sites could be incorporated into traveling to or from North County sites dependent on necessity of follow-up.

A proposed overall methodology would consist of the following:

1. Identification of total number of sites. As much as possible, and as mentioned in the RFP, sites can be clustered to maximize the timeline and efficiency of rehabilitating sites. CIR will work with the County to access sites and will secure any necessary permits to proceed with work.
2. Once a site has been identified as ready for rehabilitation, all necessary County personnel, vendors, outreach, and any other personal necessary for environmental rehabilitation shall be present prior to initiation of work.
3. As feasible, native vegetation can be collected from on-site and translocated to revegetate damaged sections. Native seed and cuttings can also be collected to be grown off-site then installed, and plants can be acquired from local wholesalers. CIR anticipates 75% of the revegetation stock to be acquired from local cuttings or seeds, the remainder will be purchased container plants from a local nursery that tracks the origin of each plant.
4. Plant palette will be developed for each site. A general plant palette will likely be sufficient overall, however each site will be assessed to determine the plant species most conducive to success. Vegetation will be selected for sites to maintain regional genetic diversity (South County plants will not be used in North County and vice-versa). The sites range from riparian to coastal sage scrub, oak woodlands and possibly chaparral. Because of this diversity of environment plants will be chosen by local conditions.
5. The goal is twofold. First to revegetate to reduce both erosion and the encroachment of non-native species into the void the denuded campsites and cleanup creates. Secondly the nature of the plants will serve as a deterrent to future occupation. CIR proposes to plant on one foot spacing. Thorny natives such as *Rosa californica* (California wild rose), *Ribes sp.* (gooseberry), *Rubus ursinus* (California blackberry) will be ideal for eventually deterring reoccupation. Additionally, CIR proposes planting *Toxicodendron diversilobum* (poison oak) and *Urtica dioica* (stinging nettle) as most people find those species unpleasant to contact. Several other species will be added to provide fast growing cover and stabilize the soil including *Baccharis salicifolia* (mulefat), *Artemisia douglasiana* (mugwort), and other vegetation such as (*Salix sp.*) willows.
6. There may be need for exclusion fencing in some areas of high traffic, however CIR seeks to avoid this unless absolutely necessary. A desirable way to keep people out is to

keep the site continually wet until thorny and unwelcoming native plants are established. This will benefit the installed plants and allow them to reach effective growth quicker while keeping the site unpleasant for habitation.

7. For the above watering frequency, CIR proposes to not install irrigation unless absolutely necessary. CIR suggests weekly or more waterings from a water buffalo trailer as conditions require, and then a regular presence will be on site and can ensure the sites stay wet and muddy until the plants can be successful in deterring habitation.
8. CIR is willing to treat high priority invasive species such as *Arundo* (Giant Reed) and *Eucalyptus sp.*(Eucalyptus) as needed and determined to be necessary by project stakeholders. CIR has considerable experience in removing invasive species within an Integrated Pest Management approach. As these invasives are a high priority for removal due to fire hazard concerns, CIR recommends utilizing any available budget beyond that needed for vegetation rehabilitation to address high priority invasive species. CIR is able to track and document treatments for both success and monitoring.

## Services

CIR is staffed to complete all the revegetation tasks described above and no subcontractors will be required. Our inhouse experts can:

- Survey the site for base line data collection and develop a site-specific plant palette.
- Collect, purchase, and install desired plants.
- Maintain the site to ensure installed plants have the best possible potential for success.
- Water regularly and as needed.
- Provide data for success criteria and reporting. CIR is willing to work with stakeholders on success criteria for individual sites.

Channel Islands Restorations has extensive experience and proven successes in projects with similar objectives to this one although in a different work context. Because of the variety of sites, sizes, locations, access, conditions etc. CIR has budgeted this project on a per 100 square foot average basis. CIR feels this adequately captures the smallest increment size of site and is an easy multiplier as sites and encampment clusters vary and increase in size. CIR anticipate many economies of scale as sites grow larger so clustering projects by location leverages the money available and increases efficiency which will dramatically drive down the per 100 square feet price. This will be a primary goal for CIR to improve the environment to the maximum extent on all projects. The per 100 square foot average price is \$1,800. This price would complete up to roughly 83 sites of the minimum size and still fall under the \$150,000 project budget cap.



## Insurance

CIR commits to maintain insurance requirements as outlined in the RFP and the professional services agreement with the County.

Insurance and coverages held by CIR include Workers Compensation, Commercial General Liability, and Professional Liability (Errors and Omissions). CIR agrees to furnish proof of insurance, original certificates, and amendatory agreements as required by any agreement with the County.

## Schedule

CIR plans to adhere to the timeline included in Section III of the RFP. CIR proposes to accomplish as much work as possible in 2023 to allow for monitoring and maintenance in 2024 as feasible and as the budget allows.

April 1, 2023: Contract begins.

June 2024: Contract ends. CIR plans to have all work completed by contract end date of June 2024

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$150,000, for the period of May 16, 2023 – June 30, 2024.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**. Expenses may include:
- Labor
  - Consumables
  - Purchase of plants
  - Installation of materials
  - Equipment rentals
  - Subcontract work

Expenditures will fall under California Encampment Resolution Funding Program (“CERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) effective July 19, 2021), Standard Agreement and CERF Program Guidelines, documented by invoices. See section [O1 - OMB Uniform Guidance](#) for the County’s policies, procedures, and resources to ensure compliance when contracting with vendors with the use of Federal funds.

- C. Following completion of each designated installation area, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## Exhibit C

### Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

#### INDEMNIFICATION

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

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

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

#### INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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



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

B. Other Insurance Provisions

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

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

CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

## EXHIBIT D

### **ADDITIONAL Federal Clauses Applicable for Federal Funding under this Agreement:**

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

#### **1. DEBARMENT AND SUSPENSION**

- A. 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.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **2. MANDATORY 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. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

#### **3. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO**

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

#### **4. ACCESS TO RECORDS**

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

#### **5. EQUAL EMPLOYMENT OPPORTUNITY**

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be

binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **6.COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

CONTRACTOR shall file the required certification in EXHIBIT E. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **8.CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor

or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- D. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **9. CLEAN AIR ACT**

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

#### **10. FEDERAL WATER POLLUTION CONTROL ACT**

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

#### **11. PROCUREMENT OF RECOVERED MATERIALS**

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **12. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

## **13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

## **14. REGISTRATION**

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)); no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **15. REMEDIES FOR NONCOMPLIANCE**

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

## **16. CHANGES**

- A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;

- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. **Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. **COUNTY Response.** COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. **Equitable Adjustments.**
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.



**EXHIBIT E**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date