

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 Harris & Associates, Inc., a California corporation ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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 agree as follows:

1. DESIGNATED REPRESENTATIVE

Laurie Baker at phone number 805-568-3521 and whose email address is lbaker@countyofsb.org is the representative of COUNTY ("COUNTY Representative") and will administer this Agreement for and on behalf of COUNTY. Hitta Mosesman at phone number 949-264-8572 and whose email address is hitta.mosesman@WeAreHarris.com is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each a "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY:

County of Santa Barbara
Community Services Department
Division of Housing and Community Development (CSD/HCD)
Attn: Deputy Director, HCD
123 East Anapamu Street #202
Santa Barbara, CA 93101

If sent by first class mail, Notices shall be deemed to be received five (5) days following the date of the postmark of the United States Postal Service (USPS) . 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 shall provide to COUNTY the services (the "Services") set out in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work"), and, to the extent not inconsistent with any other provisions of this Agreement, the Proposal prepared by CONTRACTOR for the County of Santa Barbara dated February 15, 2024, and attached hereto as Exhibit A-1 and incorporated herein by reference (("Proposal"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative and, if signed on behalf of the

COUNTY other than by the Chair of the COUNTY Board of Supervisors, only to the extent that such COUNTY Representative has been expressly delegated such authority by the COUNTY Board of Supervisors ("Board") concurrently with the Board's approval of this Agreement.

4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate on October 31, 2024, unless earlier terminated in accordance with the provisions of this Agreement. The Effective Date is the date that this Agreement is signed by the Chair of the Board of the County of Santa Barbara Board of Supervisors. CONTRACTOR shall commence performance of Services hereunder on the Effective Date.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBITS B and B1, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth 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 delivery of invoice. All payments by the COUNTY will be made by Electronic Funds Transfer (EFT). CONTRACTOR will provide the COUNTY with its bank ABA number, account number and designation of the account to which such EFT will be made. CONTRACTOR will be responsible for notifying the COUNTY when CONTRACTOR's EFT information changes.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 professional and workmanlike manner, and shall conform to the high standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this

Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. 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 in connection with this Agreement, whether or not completed, and CONTRACTOR shall not disclose any of such items or their contents except after prior written approval of COUNTY in each instance: 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. Any modifications made by the COUNTY or any agents of the COUNTY to any of the CONTRACTOR's documents or items listed herein or any partial use or reuse of the documents or items listed herein without the express written consent of the CONTRACTOR will be at the COUNTY's sole risk and without liability to CONTRACTOR.

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 and all claims 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 all damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any and all such claims. . This Section 11 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 in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property 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, as 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 and all 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 such 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 such audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in such notification.

15. INDEMNIFICATION AND INSURANCE

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

To the extent permitted by law, CONTRACTOR's total aggregate liability arising out of or relating to this Agreement shall not exceed \$500,000 or three times the total compensation received by CONTRACTOR under this Agreement, whichever is greater.

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, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for immediate termination of this Agreement by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

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 its obligations hereunder.

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 its Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof and CONTRACTOR fails to remedy the default to County's satisfaction

within thirty (30) days, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination 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 connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount (defined below), or for profit on unperformed portions of Services. 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, both COUNTY and CONTRACTOR will attempt in good faith effort to resolve the dispute with the COUNTY; however, the County's decision will 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 herein, 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 by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein. CONTRACTOR shall not be liable for delays when and to the extent caused by an occurrence beyond its reasonable control and that in no way arise out of any act or omission by or on behalf of CONTRACTOR, including but not limited to acts of the Government, fires, flood, earthquake, pandemics, other than COVID-19, epidemics, , or strikes ("Force Majeure Event"); provided, however, that CONTRACTOR shall provide

written notice to COUNTY within three (3) days of such delay explaining how the delay has been caused by a Force Majeure Event, stating the period of time such delay is expected to continue (“Force Majeure Notice”); provided, further that CONTRACTOR shall use diligent efforts end such delay as soon as possible, and to ensure the effects of such Force Majeure Event on CONTRACTOR’s performance hereunder are minimized. CONTRACTOR shall resume the performance of its obligations hereunder as soon as reasonably practicable after such Force Majeure Event. In the event that the CONTRACTOR’s failure or delay remains uncured for a period of 30 days following such Force Majeure Notice, COUNTY may thereafter terminate this Agreement upon written notice to CONTRACTOR informing CONTRACTOR of such termination.

24. NO WAIVER OF DEFAULT

No delay or omission by 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 thereto; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, 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, duly executed by each of the Parties and by no other means. Each Party waives its 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

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

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. 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

Each Party and signatory to this Agreement warrants and represents 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 or corporate governance document of such Party in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby represents that it has not 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. REQUIRED FEDERAL PROVISIONS

CONTRACTOR shall also comply with the requirements of the Federal 2021 American Rescue Plan Act ("ARPA"), U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and the ARPA provisions attached hereto as EXHIBIT D and incorporated herein by reference. In addition, CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the ARPA funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending ARPA funds provided in connection with this Agreement.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract only with the subcontractors ("Subcontractor(s)") identified in the Proposal attached hereto as Exhibit A-1. CONTRACTOR shall be fully responsible for all services performed by Subcontractor(s). CONTRACTOR shall secure from each of the Subcontractor(s) all rights afforded to COUNTY in this Agreement, including, but not limited to, audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary and/or confidential information ("COUNTY Confidential Information"). COUNTY Confidential Information is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of COUNTY Confidential Information to any person except those personnel of CONTRACTOR working on the Services who have a need to use the material.
- B. COUNTY Confidential Information shall only be used by CONTRACTOR to the extent necessary to perform the Services hereunder.
- C. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of all COUNTY Confidential Information to the COUNTY Representative.

35. NEWS RELEASES, INTERVIEWS, GRANT FUNDING ACKNOWLEDGEMENT

CONTRACTOR agrees for itself, its agents, employees and subcontractors, that it will not communicate with representatives of the media concerning the subject matter of this Agreement without prior written approval of the COUNTY in each instance. CONTRACTOR further agrees that all media requests for communication will be referred to the COUNTY Representative. The COUNTY's Community Services Department will be the primary contact for direct communication with the public, including the communications media, regarding this Agreement and the Services to be provided hereunder.

36. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the provisions contained in the foregoing numbered Sections 1 through 35 of this Agreement and this Section 36 (collectively, the "Numbered Sections"), and the provisions contained in the Exhibits attached hereto, the provisions contained the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which shall control and prevail over all other provisions of this Agreement as well as over all CONTRACTOR Terms (defined below). If any Proposal, scope of work, work order, change order, or quotes provided by CONTRACTOR include any terms and conditions from CONTRACTOR, or any hyperlinks to terms, conditions, "agreements" or other provisions ("CONTRACTOR Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflict between (i) the COUNTY Terms set forth in the Numbered Sections and Exhibits A, B, C, and D hereto, on the one hand (collectively, "COUNTY Terms"), and (ii) CONTRACTOR Terms, on the other, the COUNTY Terms shall take precedence and control and prevail, followed by CONTRACTOR's Terms, if any.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date signed by the Chair of the Board of the County of Santa Barbara ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Community Services Department

DocuSigned by:
Jesús Armas
By: _____
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Jesús Armas Director, CSD

CONTRACTOR:

Harris & Associates, Inc., a California corporation

DocuSigned by:
Hitta Mosesman
By: _____
068AD2B8429042F...
Name: Hitta Mosesman
Title: Vice President, Community Development and Housing

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
Lauren Wideman
By: _____
8F464D922C84468...
Lauren Wideman
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
C. Edith
By: _____
A99ED68D71D04FB...
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Management

DocuSigned by:
Gregory Milligan
By: _____
05E555E00269466...
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall render Services in accordance with the Proposal, attached hereto as Exhibit A-1. The Proposal describes the technical services scope of work and includes the following: CONTRACTOR qualifications, capabilities and experience, key personnel, scope of work, project budget, and billing rates.

The following tasks shall be performed by CONTRACTOR:

Provide the Community Services Department, Housing & Community Development Division with a comprehensive affordable workforce housing development & preservation study and strategic plan. The CONTRACTOR has extensive experience with agencies throughout California in planning, preparing, and executing similar strategies and work products. The following tasks are identified in the Proposal, along with descriptions and sub-tasks:

- Task 1- Data Request, Kick Off Meeting, and Schedule
- Task 2- Identify the Workforce Housing Affordability Gap
- Task 3- Evaluate existing County programs and model programs in similar communities
- Task 4- Report on successful employer-sponsored housing models for replication
- Task 5- Identify funding opportunities and how to build strong housing development financing resources
- Task 6- Preservation and Retention of Affordable Housing Stock
- Task 7- County Housing Opportunity sites
- Task 8- Project Management and Coordination

The Organizational Chart beginning on page 6 of the Proposal indicates the staff of the CONTRACTOR that will be engaged in the completion of the Scope of Work, which includes Hitta Mosesman, Principal in Charge, Dima Galkin, Housing Advisor, Kelly Morgan, Project Manager, Zaire Marin, Deputy Project Manager, and Kyle Westra and Michael Kuhn, Project Analysts. Changes to these personnel must be approved by County. Additional staff may be assigned as needed, with County approval.

EXHIBIT A-1

Harris & Associates Proposal prepared for the County of Santa Barbara dated 2/15/24



STRATEGIC WORKFORCE HOUSING DEVELOPMENT & PRESERVATION PROPOSAL

**COUNTY OF SANTA
BARBARA**

February 15, 2024

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Harris & Associates

February 15, 2024

County of Santa Barbara
Division of Housing &
Community Development
ATTN: Laurie Baker, Housing &
Programs Manager
lbaker@countyofsb.org
805.568.3521

Harris & Associates acknowledges the terms and conditions and our ability to conform to those terms as addressed in the County’s Standard Terms and Conditions for Independent Contractors. However, during negotiations, we would like the opportunity to discuss minor adjustments to the Agreement to benefit both parties.

Harris & Associates certifies that the contents of this proposal and its attachments, including not-to-exceed cost, will remain effective for a period of not less than 60 days from the proposal deadline for submission.

RE: Strategic Workforce Housing Development & Preservation Request for Proposals

Dear Laurie Baker,

Harris & Associates (Harris) welcomes the opportunity to partner with Santa Barbara County (County) to provide professional services for the analysis of workforce housing in the County, as well as the creation of a housing strategic plan based on the findings of this analysis.

Understanding the County’s mission to effectively plan for the workforce housing needs of the community and meet state requirements, we have assembled a team of highly qualified professionals who are aligned to this mission and have provided advisory services to multiple jurisdictions with their housing needs.

A dynamic and experienced project team serves the needs and expectations of the County.

The Harris team offers a unique combination of technical strength and depth with Harris’ in-house planning staff, which includes high-caliber principals, project managers, and technical analysts with decades of collective experience.

Because we are involved in not only the development but also the implementation of studies, we have a well-informed perspective of implementing successful housing policies and will use that expertise to assist the County in making sound, long-term decisions.

For the workforce housing analysis, the team includes a leader with specific relevant expertise and experience. This project will be led by **Hitta Mosesman, Principal in Charge**, who has more than 20 years of experience in providing housing services to cities throughout California. Hitta has led two (2) 6th Cycle Housing Element Updates in the southern California area (Irvine and Victorville). Both Housing Elements were successfully certified by the State Department of Housing and Community Development (HCD) – Victorville was one of only 6 jurisdictions (out of almost 200 in the SCAG region) to receive certification by the State- mandated deadline and Irvine was the 13th jurisdiction in the SCAG region to receive certification. Hitta is also leading the Housing Element Updates for the cities of Walnut Creek and Millbrae. Walnut Creek was certified in October 2023. Hitta is also leading the Housing Elements for Monterey County and Coronado (Harris was hired to complete the housing element after another consultant had been retained previously). Hitta has extensive experience in evaluating affordable housing solutions, affordable housing finance, and housing development. **Kelly Morgan, Project Manager**, has significant expertise in housing planning, funding, and implementation.

Specialized experience means timely results. Given that the County requires the consultant to complete the analysis between January 26th and May 31st of 2024, we believe Harris would be the consultant team to help the County of Santa Barbara achieve its goals in the timeliest manner.

We seek to continue our successful working relationship with the County by providing professional consulting services to investigate workforce housing models and help the County in its preparation of a strategic plan.

Sincerely,
Harris & Associates, Inc.

Hitta Mosesman
Principal-In-Charge
949.291.3729
Hitta.Mosesman@WeAreHarris.com

Kelly Morgan
Project Manager
562.230.0576
Kelly.Morgan@WeAreHarris.com

Harris & Associates, Inc.
101 Progress, Suite 250
Irvine, CA 92618

949.655.3900 ■ WeAreHarris.com



INTRODUCTION

The County has initiated a substantial and multifaceted project aimed at addressing pressing housing challenges encountered by its workforce population. This comprehensive endeavor involves several key aspects, including an in-depth examination of housing affordability gaps, an evaluation of existing County programs, and an exploration of successful housing models for potential replication. It also encompasses research into funding opportunities for housing development and strategies for preserving and retaining affordable housing stock. Below is a summary of such activities:

- **Data Precision:** The accuracy and reliability of demographic, economic, and housing data are fundamental to the success of this project. The sources of data should be rigorously cited, and care should be taken to ensure the credibility and relevance of information.
- **Program Assessment:** The evaluation of existing programs should not only focus on their current state but also consider how they can be restructured or supplemented to enhance their impact. Recommendations for improvements should be actionable and grounded in a solid understanding of program effectiveness.
- **Benchmark Programs:** The identification and description of model housing programs should provide insights into successful strategies, management structures, and oversight mechanisms. These benchmarks should be well-researched and relevant to the specific context of Santa Barbara County.
- **Replication Strategies:** The mechanics of successful employer-sponsored housing programs should be analyzed comprehensively, considering both local and external examples. Recommendations for replicating these models should be practical and adaptable to Santa Barbara County.

- **Financing Resources:** The identification of funding opportunities is crucial for supporting workforce housing development. This project should explore various financing mechanisms and strategies to build strong housing development resources.
- **Feasibility Analysis:** The assessment of County-owned sites for housing development requires a nuanced understanding of their potential and constraints. This analysis should include considerations of zoning, infrastructure, and community impact.

The project will commence with a collaborative kick-off meeting, uniting Harris and the County's project team. During this meeting, the project's objectives will be discussed, potential challenges will be identified, and communication protocols will be established. Effective project management is a pivotal component of this endeavor, and regular updates will be crucial for keeping the project on track.

Throughout the project, maintaining open and consistent communication with the County will be essential, and the schedule will be diligently adhered to, ensuring that project milestones are met as planned. Furthermore, the project will adhere to high document quality standards to provide clear and concise reports that are easily understandable. Ultimately, the overarching goal of this project is to generate a comprehensive analysis and actionable recommendations to improve housing conditions for the County's workforce population, contributing to a more equitable and sustainable housing environment in Santa Barbara County.

This project requires a structured approach to research, analysis, and reporting. The tasks and deliverables outlined in this document adhere to the County's requirements, as shown in the Request for Proposals (RFP). Any additional tasks and recommendations shall be clearly labeled as such, as encouraged by the County.



QUALIFICATIONS



COMPANY NAME:

Harris & Associates, Inc.

ADDRESS/CONTACT INFORMATION:

101 Progress, Suite 250, Irvine, CA 92618
(P): 949.655.3900 | (F): 866.785.0180
Website: WeAreHarris.com

MAIN POINT OF CONTACT:

Hitta Mosesman
(P): 949.264.8572
(E): Hitta.Mosesman@WeAreHarris.com

FEDERAL TAX ID NUMBER:

94-2385238

LOCAL OFFICE LOCATION WHERE BULK OF SERVICES SOLICITED WILL BE PERFORMED:

Our Irvine Office - address listed to the left

TYPE OF ORGANIZATION/ BUSINESS STRUCTURE:

100% employee-owned stock ownership plan (ESOP), S corporation

NUMBER OF EMPLOYEES:

272 Licensed Professionals and Technical Support Staff

Company Background

Founded in 1974, Harris is a multi-disciplinary firm focused on serving communities throughout California- we have 11 offices and a staff of more than 270 employee-owners. The Harris team is committed to solving today's complex challenges in communities by providing community development, planning, financing, engineering and construction management consulting services to cities, counties, special districts, and other public entities.

As an employee stock ownership plan S Corporation, all Harris employees are company owners and are 100% invested and accountable for the success of our clients and Harris. We have demonstrated this high level of investment and accountability through our long-term community development projects. Since 2012, we have partnered with communities to meet their goals with affordable housing and homelessness projects. We pride ourselves on listening to our client's needs, doing the job right the first time, and meeting schedules.



Read more about Harris' Employee Stock Ownership Plan on our website or scan the QR code to learn more.



Overall Qualifications of the Company

What sets Harris apart in the industry is the depth and range of the services we provide. Harris staff has over two decades of experience providing a wide array of housing services to California cities. We are uniquely positioned to provide real-world solutions as we understand both the planning and the financial feasibility side of providing housing, including a deep understanding of the real estate market as it relates to developing affordable housing and homeless solutions. As financial experts, we are aware of the challenges in developing affordable housing given high construction costs and a lack of public funding sources. We can assist communities in assessing all available options to incentivize the production of affordable housing in the community. We also have a very experienced grants team to assist and advise clients on State and Federal funding opportunities and help engage the development community to put together financing structures to bring housing to fruition and can prepare fee studies to raise revenues for affordable housing. We tailor our services to the needs of each community to identify planning and zoning options, ensure that local, state, and federal funding sources are fully leveraged, analyze financial feasibility and development underwriting and coordinate with the development community on solutions.

We have a dedicated **Principal-in-Charge, Hitta Mosesman**, who is involved in every assignment from start to finish and is the primary client contact to provide the highest quality service and optimal response to every client. Harris successfully maintains long-standing client relationships – we take the time to understand the unique attributes of every community we serve to help develop solutions that meet those needs.

HARRIS' END-TO-END VALUE

The Harris team will leverage our staff and resources to best serve the needs for the County through this contract. We are well versed in all stages and provide end-to-end value throughout the project life cycle:

- Policy & Planning
- Funding & Permitting Strategies
- Design & Engineering
- Construction & Program Management
- Asset Management



THE HARRIS TEAM BY THE NUMBERS

49+
YEARS IN BUSINESS

2000
YEAR OF OUR EARLIEST INVOLVEMENT PROVIDING SERVICES TO THE COUNTY OF SANTA BARBARA

Project: University Drive Bridge Replacement

100%
OF OUR TEAM HAS WORKED ON SIMILAR PLANNING PROJECTS

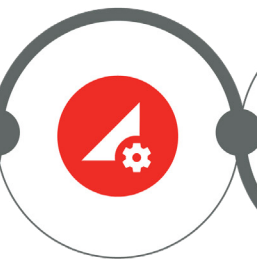
POLICY AND PLANNING



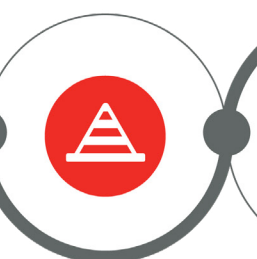
FUNDING AND PERMITTING STRATEGIES



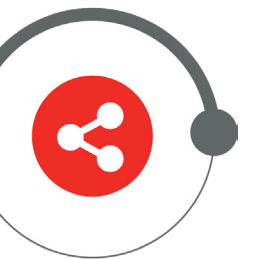
DESIGN AND ENGINEERING



CONSTRUCTION AND PROGRAM MANAGEMENT



ASSET MANAGEMENT



STAFF

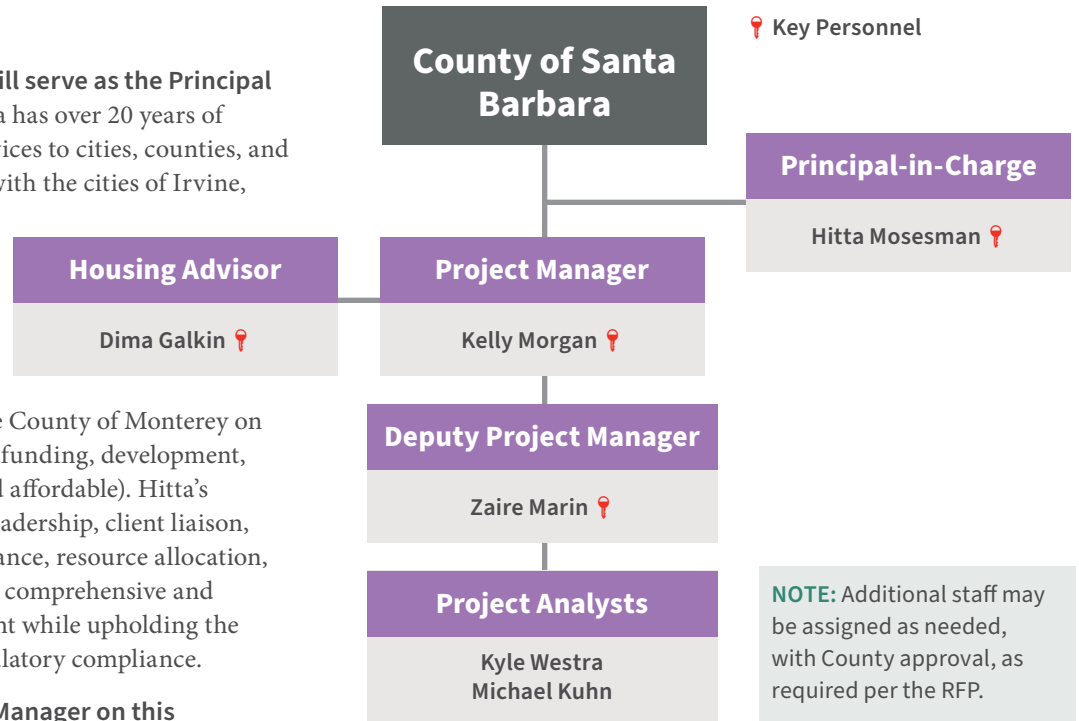
Organizational Chart

Hitta Mosesman, Vice President, will serve as the Principal in Charge for this assignment. Hitta has over 20 years of experience in affordable housing services to cities, counties, and non-profit agencies and has worked with the cities of Irvine, Walnut Creek, Calabasas, Duarte, Bellflower, Victorville, and Hawthorne as well as the San Gabriel Valley Regional Housing Trust (a joint powers authority made up of 20 cities in Los Angeles County) and the County of Monterey on projects related to housing planning, funding, development, and implementation (market rate and affordable). Hitta's responsibilities will include project leadership, client liaison, regulatory compliance, quality assurance, resource allocation, and problem resolution, facilitating a comprehensive and successful execution of the assignment while upholding the highest standards of quality and regulatory compliance.

Kelly Morgan will serve as Project Manager on this assignment. Kelly has significant expertise in housing planning, funding, and implementation. As the Project Manager, her responsibilities will encompass project planning and scheduling, budget management, resource allocation, risk assessment, and stakeholder communication. She will ensure that the project adheres to timelines, meets budgetary constraints, and complies with regulatory requirements. Additionally, Kelly will foster collaboration among the project team members and stakeholders, making certain that their efforts align with the project's goals and objectives, ultimately facilitating the successful execution of this assignment.

Dima Galkin will serve as the Housing Advisor on this project. Dima has more than 10 years of experience in housing analysis, for both market-rate and affordable development. He has advised California cities on affordable housing asset management and disposition, reviewed pro formas, and provided data analysis for inclusionary housing in-lieu fees. As the Housing Advisor, his responsibilities will encompass conducting a comprehensive housing finance analysis, advising on strategies for optimizing affordable housing assets, and providing invaluable insights into the development and implementation of affordable housing policies, ultimately contributing to informed decision-making and the successful advancement of this project.

Zaire Marin will serve as Deputy Project Manager on this project. Zaire has nearly four years of experience working in municipal bond issuances, revenue scenario modeling for



agencies seeking to institute new taxes, land annexations, fiscal impact analyses, and the administration and formation of special financing districts such as Community Facility Districts (CFDs) and Assessment Districts (ADs). His responsibilities will include assisting in project planning, financial analysis, and budget management, as well as coordinating with various stakeholders and facilitating effective communication between team members. Zaire will also play a crucial role in risk assessment and mitigation, ensuring that the project remains on schedule and within budget, and that all aspects of regulatory compliance are met. His expertise in municipal finance and district administration will be pivotal in achieving the project's objectives and ensuring its successful completion.

Kyle Westra and Michael Kuhn will serve as Project Analysts for this project. Kyle and Michael will support the project by conducting in-depth data analysis, financial modeling, and research to provide critical insights for informed decision-making. They will be responsible for gathering and organizing data, assessing financial viability, and preparing detailed reports that will guide the project's strategic direction. Additionally, they will assist in monitoring project milestones, tracking progress, and identifying potential issues or opportunities, contributing to the overall success of the project through their data-driven contributions.

Hitta Mosesman

PRINCIPAL-IN-CHARGE

Hitta has over 20 years of housing and community development consulting experience and has worked with cities, public agencies, and special districts throughout California. Hitta has unique expertise that ranges from planning to economic and financial analysis to project implementation related to housing and other land uses. She is currently leading services for the cities of Walnut Creek, Irvine, Victorville, Hawthorne, Duarte, Bellflower, and Garden Grove on housing elements as well as analyzing tools to produce affordable housing projects and implementing affordable housing projects. Hitta's depth of expertise is not only in the planning but also in the financial feasibility and effective implementation of affordable housing, which allows her to provide a thorough viewpoint for the lifecycle of addressing the housing crisis.

RELEVANT EXPERIENCE

- **City of Irvine, General Plan Update; 6th Cycle Housing Element; and Housing Consulting Services.** Principal-in-Charge. Harris is currently leading a comprehensive update to the City's General Plan. Following the successful preparation and certification of the City's Housing Element Update, which was also led by Hitta and certified in May 2022, this update involves a RHNA of more than 23,000 units. Hitta is leading this effort and has prepared a feasibility study focused on the City's inclusionary housing requirement and provided the following services to the City of Irvine for multiple years. These services assisted the City in continuing its eligibility for affordable housing funding, identified resources and potential timing for the development of affordable housing, assessed current housing conditions to identify issues of concern on housing safety, and assisted the City with making sure that residents of affordable units qualify in the designated income categories:
 - Preparing the Annual Progress Report on the Housing Element.
 - Preparing an Affordable Housing Strategy and Implementation Plan (a component of the City's Housing Element).
 - Creating a first-of-its-kind automated and streamlined housing compliance monitoring database for over 80 affordable housing projects within the City. Data points included affordability/income requirements, applicable rents, covenant and developer agreement terms, number of units, income information and compliance determination for each project.
- **City of Victorville, General Plan Update (including 6th Cycle Housing Element Update) and Housing Consulting Services.** Hitta is leading a multi-disciplinary team to provide an update to portions of the City's General Plan, including the 6th Cycle Housing Element Update as well as updates to the Land Use and Safety Elements and the preparation of an Environmental Justice Element. All updates are triggered by the legal requirement for all California cities and counties to update the housing element every eight years. Harris has also provided the Annual Progress Report on the General Plan for the past two years (including the Housing Element), and residual receipts calculations for existing affordable housing projects that have loans with the City and advised on leveraging City-owned land assets for the development of affordable housing.
- **Cities of Walnut Creek and Millbrae, 6th Cycle Housing Element and General Plan Update.** Principal in Charge. Harris is preparing the Walnut Creek and Millbrae Housing Element Updates. The scope of work includes the preparation of the Housing Elements, pursuant to the requirements of the California Housing and Community Development Department (HCD), community engagement assistance, and coordination with staff and HCD. Hitta oversees and guides the project team. Both Housing Elements are set to be submitted in the Fall of 2022.



EDUCATION

BA, Economics, Minor in Business Management

AMOUNT OF TIME TO BE SPENT ON THIS PROJECT

See the Cost Proposal on page 18.

PERCENT AVAILABILITY

35%

Dima Galkin

HOUSING ADVISOR

Dima has more than ten years of experience in housing analysis for both market-rate and affordable development. He has advised California cities on affordable housing asset management and disposition, reviewed pro formas, and provided data analysis for inclusionary housing in-lieu fees. Dima utilizes his public- and private-sector experiences to guide clients efficiently and effectively—through affordable housing development, housing policy and planning updates, and financial analysis. Through his expertise and analysis, Dima helps clients to stretch local dollars further and attract State and other funding by identifying best practices and evaluating alternatives.

RELEVANT EXPERIENCE

- **San Gabriel Valley Regional Housing Trust, *Housing Consulting Services (including grant applications, review of development proposals and establishing a revolving loan fund for affordable housing projects serving lower-income households)*.** Project Manager. The Trust's primary goals are to promote the development of affordable housing and to advance solutions for homelessness in the San Gabriel Valley. Harris assists the SGVRHT with grant applications, evaluation and ranking of affordable housing loan applications, preparing commitment letters and loan documents/agreements, and researching potential funding sources. To date, Harris has helped secure more than \$5.1 million in grant funding and to award more than \$11.6 million to 10 developments for the creation of more than 550 affordable housing units. In addition to renewing Harris's contract for general housing consulting services, the Trust engaged Harris to create a revolving loan fund program starting with an \$8 million State earmark.
- **City of Hawthorne, *Affordable Housing Advisory Services*.** Project Manager. Dima leads a team that guides the City on its use of affordable housing funds to achieve the City's objectives most economically. Harris is helping the City to allocate more than \$10 million to various housing priorities, to work with a non-profit to develop a City-owned site with a permanent supportive housing project for unhoused veterans, to administer grant funds, and to rehabilitate existing City-owned affordable housing developments.
- **City of Santa Monica, *Housing Division Staff Member/LHTF Application and Senior Development Analyst Backfill*.** Senior Development Analyst/Project Manager. The City of Santa Monica supports affordable housing development financially from the City's Housing Trust Funds. Dima was directly responsible for the review of two loan applications from affordable housing developers, one for acquisition-rehabilitation and one for new construction. Dima also managed the Request for Proposals process for what is expected to be the City's second-largest affordable housing development. The process included coordinating with senior staff members in various City departments to review nine proposals from seven development teams. On his initiative, Dima spearheaded the City's Permanent Local Housing Allocation (PLHA) and Local Housing Trust Fund (LHTF) State funding application. After Dima joined Harris, the City engaged the firm to provide advisory services. In total, the City has been awarded three LHTF grants for \$15 million.
- **City of Victorville, *General Plan Update (including 6th Cycle Housing Element Update) and Housing Consulting Services*.** Project Manager. Dima manages a multi-disciplinary, multi-firm team to provide an update to portions of the City's General Plan, including the 6th Cycle Housing Element Update as well as updates to the Land Use and Safety Elements and the preparation of an Environmental Justice Element. All updates are triggered by the legal requirement for all California cities and counties to update the housing element every 8 years. The City was one of only six Southern California jurisdictions out of 197 to receive State certification of the Housing Element by the deadline. Dima oversaw the preparation of the Housing Element directly, including guiding goals, policies, and programs. He also led the preparation of a fiscal and economic impact analysis projecting revenues, expenditures, and economic impacts based on expected buildout in 2040 according to the Land Use Element's land use plan.



EDUCATION

MA, Planning

BA, Urban Studies & Political Science

AFFILIATIONS

Member, American Planning Association (APA)

Member, Southern California Association of Nonprofit Housing (SCANPH)

AMOUNT OF TIME TO BE SPENT ON THIS PROJECT

See the Cost Proposal on page 18.

PERCENT AVAILABILITY

15%

Kelly Morgan

PROJECT MANAGER

Kelly is a professional with 16 years of experience specializing in project management and grants administration, with over three years of direct experience in grants preparation and administration for municipalities throughout California. Throughout her professional career, she has coordinated and managed client projects through the provision of strategic guidance and support while ensuring consistent alignment with her clients' goals and objectives.

RELEVANT EXPERIENCE

- **City of Irvine, 2045 General Plan Update.** Project Manager. Kelly is the project manager for the 2045 General Plan Update involving updates to several elements, including Land Use, Circulation, Open Space, Safety, Noise and a new Environmental Protection and Climate element.
- **Cities of Millbrae, Coronado and the County of Monterey, 6th Cycle Housing Element/General Plan Updates.** Project Manager. Kelly is the project manager for the preparation and certification of the Housing Element updates in the cities of Millbrae (certification expected in February 2024), Coronado (certification expected in June 2024) and Monterey County (certification expected in fall 2024). The city of Coronado, as well as the County of Monterey, involve the updates to two or more elements of the General Plans.
- **City of Hawthorne, Affordable Housing Advisory Services.** Grant Administration. Harris guides the City on its use of affordable housing funds to achieve the City's objectives most economically. Harris is helping the City to allocate more than \$10 million to various housing priorities, to work with a non-profit to develop a City- owned site with a permanent supportive housing project for unhoused veterans, to administer grant funds, and to rehabilitate existing City owned affordable housing developments. Kelly has assisted with the Permanent Local Housing Allocation Grant administration for the City.



EDUCATION

MBA, Public Administration
BA, Sociology

AFFILIATIONS

Member, Society for Human Resource Management
Member, Delta Mu Delta International Business Honors Society

AMOUNT OF TIME TO BE SPENT ON THIS PROJECT

See the Cost Proposal on page 18.

PERCENT AVAILABILITY

50%

Zaire Marin

DEPUTY PROJECT MANAGER

Zaire has nearly four years of experience working in the municipal finance sector, providing consulting services to cities, counties, water agencies, and various local government service districts (e.g., recreation, healthcare, and school) throughout California. He has experience in municipal bond issuances, revenue scenario modeling for agencies seeking to institute new taxes, land annexations, fiscal impact analyses, and the administration and formation of special financing districts such as Community Facility Districts (CFDs) and Assessment Districts (ADs). Zaire's experience includes approximately two years working for a nationally recognized non-profit affordable housing developer and operator, where he quantified the viability of property acquisitions in California, Texas and Florida. Zaire also holds a designation as an MSRB-registered Municipal Advisor Representative.

RELEVANT EXPERIENCE

- **National Community Renaissance, Baytown Apartments Affordable Housing Property Valuation.** Senior Financial Analyst. Modeled the fee-simple acquisition of a 240-unit affordable housing multifamily property in Baytown, Texas. Identified pricing, debt, and equity structures that would allow the company to reach target cash-on-cash and internal rates of return. Prepared cash flow proformas and investment summaries highlighting regional economic, demographic, and developmental trends.
- **National Community Renaissance, HighPoint Family & HighPoint Senior Apartments General Partner Interest Valuation.** Senior Financial Analyst. Modeled the acquisition of the general partner interests of a 160-unit non-age restricted and a 140-unit age-restricted affordable housing multifamily property in Dallas, Texas. Analyzed revenue, operating expense, and capital expenditure strategies to determine an acquisition price that would allow the company to reach target internal rates of return. Created operating proformas and residual cash flow waterfalls projecting net cash flow amounts to investor partners at both properties during the analyzed hold period.
- **City of Belmont, Fiscal Impact Analysis of Future Development.** Consultant. Quantified the fiscal impact of future planned and projected development within the city's boundaries on the agency's General Fund and Fire Protection District Fund. Analyzed demographic, economic, and developmental data to calculate Community Facility District special tax rates that would provide an ongoing funding source to offset negative net fiscal impacts identified within examined market-rate residential, affordable housing, commercial, and industrial development categories. Researched effective tax rates throughout the city to verify the feasibility of implementing proposed tax rates.
- **City of Seaside, Fiscal Impact Analysis of Campus Town & Main Gate Development.** Consultant. Quantified the ongoing fiscal impact of market-rate residential, affordable housing, hotel, commercial, and industrial development within the city's Campus Town and Main Gate development regions on the City's General Fund. Calculated Community Facility District special tax rates that would provide revenues sufficient for funding city-provided public services at target levels within the examined development areas. Ensured proposed tax rates would not cause effective tax rate levels to exceed amounts identified in surrounding cities.
- **City of Lodi, Fiscal Impact Analysis for Proposed Annexations.** Consultant. Quantified the fiscal impact of three proposed land annexations and accompanying developments to the city's General Fund. City staff used the analysis to renegotiate its property tax sharing agreement with San Joaquin County to arrive at a more equitable distribution of revenues and to facilitate development in the region.



EDUCATION

BA, Economics

REGISTRATION

Municipal Advisor Representative

AFFILIATIONS

Urban Land Institute, Orange County/Inland Empire Chapter, Member

AMOUNT OF TIME TO BE SPENT ON THIS PROJECT

See the Cost Proposal on page 18.

PERCENT AVAILABILITY

35%

Kyle Westra

SR. RESEARCH ANALYST

Kyle has three years of experience working in the city and local government consulting field. He specializes in data analysis and GIS work and demonstrates exceptional value added in projects that combine the two. These projects include Housing Element Update AFFH Appendices and other reports.

RELEVANT EXPERIENCE

- Cities of Walnut Creek and Millbrae, 6th Cycle Housing Element and General Plan Update.** Senior Analyst. Harris is preparing the Walnut Creek and Millbrae Housing Element Updates. The scope of work includes the preparation of the Housing Elements, pursuant to the requirements of the California Housing and Community Development Department (HCD), community engagement assistance, and coordination with staff, and HCD. For Millbrae, Kyle conducted analysis and prepared documents for the City's Housing Element Update and helped the team to accelerate the project schedule by completing several in-progress sections for the Housing Element to be updated on time. For Walnut Creek, Kyle has conducted analysis and prepared documents, tables, and maps for the City's Housing Element Update, helping the City to fulfill HCD requirements necessary for the Housing Element to become certified. Both Housing Elements are set to be submitted in the Fall of 2022.
- San Gabriel Valley Regional Housing Trust, Housing Consulting Services.** Project Analyst. The Trust's primary goals are to promote the development of affordable housing and to advance solutions for homelessness in the San Gabriel Valley. Harris assists the SGVRHT with grant applications, evaluation and ranking of affordable housing loan applications, preparing commitment letters and loan documents/agreements, and researching potential funding sources. Kyle has helped create governing documents for the revolving loan fund including operating procedures and fund guidelines. He has also built loan-tracking processes to aid fund staff and borrowers alike. To date, Harris has helped secure more than \$2 million in grant funding (a third application for an additional approximately \$1 million is pending State review) and to award more than \$11.6 million to 10 developments for the creation of more than 550 affordable housing units. In addition to renewing Harris's contract for general housing consulting services, the Trust engaged Harris to create a revolving loan fund program starting with an \$8 million State earmark.
- City of Hawthorne, Affordable Housing Advisory Services.** Project Analyst. Harris guides the City on its use of affordable housing funds to achieve the City's objectives most economically. Harris is helping the City to allocate more than \$10 million to various housing priorities, to work with a non-profit to develop a City-owned site with a permanent supportive housing project for unhoused veterans, to administer grant funds, and to rehabilitate existing City-owned affordable housing developments. Kyle analyzed funding sources for an affordable housing development while working with the developer to ensure the project's feasibility and positive benefit to the community.
- City of Atwater, Development Impact Fee.** Analyst. While working for another firm, Kyle helped the City of Atwater review their Development Impact Fee revenue and confirm compliance with California State law.
- City of Bellflower Planning Division, Various Projects.** Intern. Kyle conducted zoning research on municipal codes of surrounding cities and created zoning code improvement amendments. He also designed "Citizens Guide" handouts for public use.
- City of Victorville, Victorville Successor Agency.** Senior Analyst. Kyle has worked with many Successor Agencies not only to prepare, finalize, and present loan agreements on behalf of the City but to prepare annual ROPS and PPA reports as well.



EDUCATION

BA, Economics

AMOUNT OF TIME TO BE SPENT ON THIS PROJECT

See the Cost Proposal on page 18.

PERCENT AVAILABILITY

20%

Michael Kuhn

RESEARCH ANALYST

Michael Kuhn joined Harris & Associates in October 2023 as a Research Analyst in community development and housing. In his current role, Michael assists the department with consulting services related to housing planning and housing finance, as well as real estate evaluation services, financial analysis and reports, and economic analysis for cities and counties across California.

Before joining Harris, Michael worked as an Analyst for a real estate company. In this role, Michael specialized in market research and financial analysis on behalf of the SRS National Net Lease Group, for which he underwrote hundreds of investment sales properties across the United States.

RELEVANT EXPERIENCE

- **The Tabani Group, Palmdale Marketplace.** Research Analyst. In this project, Michael conducted market research and prepared valuation packages for several properties within the Palmdale Marketplace, a regional shopping center located in Palmdale, California. Michael helped the SRS National Net Lease Group determine the potential value of each property by analyzing real estate market trends across Southern California, along with demographic and economic data for the Palmdale-Lancaster region.
- **SBH Real Estate Group, Raising Cane's.** Research Analyst. In this project, Michael provided valuation packages and marketing materials for a newly constructed Raising Cane's property in Alhambra, California. Michael conducted extensive research on quick-service restaurant (QSR) investment sales, and the underlying real estate market of the Los Angeles Metropolitan Area. The property sold in October 2022, breaking the record for the lowest capitalization rate of a Raising Cane's-occupied property sold in California in 2022.
- **Equitas Investments, United Pacific.** Research Analyst. During the summer of 2023, Michael provided market research and a valuation package for a United Pacific investment property in Los Angeles, California. Having worked with dozens of convenience store properties across the country, he conducted up-to-date research on the gas station and convenience store market in California and studied the demographic information and traffic counts for the immediate trade area surrounding the property.



EDUCATION

BS, Global Business

AMOUNT OF TIME TO BE SPENT ON THIS PROJECT

See the Cost Proposal on page 18.

PERCENT AVAILABILITY

35%



PROJECT SCOPE OF WORK | REQUIRED TASKS & DELIVERABLES

To ensure a systematic and well-structured analysis and, as recommended by the County, Harris proposes a phased approach that emphasizes efficiency and comprehensive coverage:

TASK 1: DATA REQUEST, KICK-OFF MEETING, AND SCHEDULE

Harris will complete the following tasks to kick off the project:

- Identify any existing County documents or data required for the project as noted. The data request shall be prepared before the kick-off meeting.
 - Data request shall tie into specific tasks and deliverables to allow for consideration of timing and sequencing of providing specifically requested data and related studies, documentation and information.
- Coordinate a virtual kick-off meeting to review the project objectives, identify any possible constraints to the scope, schedule and/or budget, and establish communication and review protocols.
 - Under the County’s Request for Proposals (RFP), the meeting shall be scheduled within 10 working days of authorization to commence work.
- By closely understanding the County’s goals, constraints, and protocols. Harris shall draft a proposed schedule, outlining the sequence of tasks, milestones, and timelines for each phase of the analysis.
 - The City will have the opportunity to request up to three edits in the project schedule to ensure alignment with changing expectations and priorities.

Deliverable(s):

- One (1) data request
- One (1) virtual kick-off meeting
- One (1) draft and one (1) final kick-off meeting agenda
- One (1) agenda minutes
- Three (3) drafts and one (1) final project schedule

TASK 2: IDENTIFY THE WORKFORCE HOUSING AFFORDABILITY GAP

Harris shall prepare an analysis of the Workforce Housing Affordability Gap within the County of Santa Barbara. The goal will be to determine what level of housing cost is affordable for local workforce households, followed by a comparison to the typical sales and rental housing costs for County households. Through this process, Harris shall answer the following questions:

1. What percentage of the County’s Workforce households fall into the Affordability Gap and could benefit from the assistance of affordable housing options?
2. What tools could serve in closing the Affordability Gap by promoting affordable housing opportunities? Public-Private Partnerships, Government funding opportunities, Developer Financing Incentives, Alternative construction materials and methods, down payment & closing costs assistance programs, etc.

TASK 2A. Affordable Housing Cost Determination

Harris will research the maximum rent and sales price for workforce housing (120% of the Area Median Income) calculated using the California Department of Housing and Community Development (HCD) Income limits data (2024). Harris will incorporate the 2024 Santa Barbara utility allowances as well as homeownership costs to calculate maximum rents and sales prices.

TASK 2B. Existing Housing Cost Comparison

Harris shall evaluate the existing housing costs in the County by analyzing current market rents and sales prices with data from Zillow, Redfin, Apartments.com, and websites for recently constructed apartments and for-sale units.

Deliverable(s):

- One (1) draft and one (1) final affordability gap assessment *(Includes a separate subsection for each of the required analyses above)*

TASK 3: EVALUATE EXISTING COUNTY PROGRAMS AND PROVIDE AN ANALYSIS OF MODEL PROGRAMS IN SIMILAR COMMUNITIES

The core of our analysis will encompass a comprehensive review of existing housing programs, policies, and procedures in the County. The analysis will also evaluate the County's land use administration and regulatory policies, including developer exactions, land use and zoning development incentives, and evaluation of past funded ownership and rental projects within the County. In addition, the analysis will encompass an evaluation of comparable communities in the context of successful workforce housing models.

TASK 3A. Evaluation of Existing County Programs

Harris will complete the following tasks to evaluate the County's existing housing programs, policies, and procedures, as well as its land use administration and regulatory policies, including developer exactions, land use, zoning development incentives, and evaluation of past funded ownership and rental projects within the County:

- Review the County's website for information on existing housing programs, policies, and procedures, as well as land use administration and regulatory policies. This review will allow Harris to assess the availability and ease of access to information for developers.
- Analyze data found on the County's website and provided by staff to assess the performance and impact of past housing projects.
- **Recommended/Optional:** In addition to the tasks required by the County, Harris recommends stakeholder engagement as an integral part of our evaluation of the County's existing programs and policies. Engaging local developers could provide an important insight into the constraints to

development. In addition, it will allow us to integrate the perspectives and concerns of local developers.

- Up to two (2) virtual stakeholder meetings with affordable and market-rate developers, Building Industry Association (BIA), and/or community stakeholders (e.g., community advocates, non-profits, etc.), as determined by staff.

TASK 3B. Analysis of Model Programs in Similar Communities

Harris's evaluation shall incorporate a total of four (4) examples of workforce housing, including county and inter-jurisdictional models (similar communities). The examples shall include successful workforce housing models, as well as references to specific proposed projects whose outcomes were either not fully realized and/or were modified, resulting in either less optimal results or no development at all. The analysis shall be provided to County staff in the form of a memorandum analyzing the following for all four (4) examples:

- Regarding these examples, Harris shall analyze (1) the successes and shortcomings of each example and determine what led to such successes or shortcomings, (2) how the built projects are fairing presently, (3) whether the regulatory requirements associated with the successful developments are sufficient to retain the units as community assets over the long term, and (4) reasons that led to the lack of success of those modified or not developed projects (e.g. land use and zoning restrictions, environmental constraints, neighborhood opposition, or other).
- Harris shall evaluate differing housing market areas and compare how various policies, local, state, and possibly federal (fair housing, etc.) may incentivize the production of workforce housing (e.g. affordability by design, development by right, nexus and alignment with other desired policy outcomes, open space, parking, transportation, climate action strategies, fair housing, etc.)
- Harris shall provide recommendations based on past performance in the County and successful programs in similar communities. The recommendations shall include an impact analysis to understand how the proposed changes might positively affect development and the County's future housing stock.

Deliverable(s):

- One (1) draft and one (1) final memorandum
 - Memorandum shall include an evaluation of existing county programs and an analysis of up to four (4) model programs in similar communities.
- **Recommended/Optional:** Up to two (2) virtual stakeholder meetings with affordable and market-rate developers, BIA, and/or community stakeholders.
 - Each stakeholder meeting shall include one (1) draft and one (1) final list of questions, as well as one (1) set of meeting minutes.

TASK 4: REPORT ON SUCCESSFUL EMPLOYER-SPONSORED HOUSING MODELS FOR REPLICATION

In addition to investigating existing workforce housing programs, Harris shall research existing employer-sponsored housing models in the County. Specifically, Harris will identify the mechanics of successful employer-sponsored housing programs within the County with the intent of helping the County understand the mechanics of producing below-market-rate, income-, and price-restricted residential units developed by employers and offered to County Workforce employees. During our research, Harris will:

- Determine the strengths and weaknesses of existing affordable housing programs sponsored by local employers such as UCSB, Westmont College, and Cottage Hospital.
- Identify the types of agreements or restrictive covenants used to ensure long-term affordability.

Harris shall also research large employers in the County, with a focus on those that have specialized workforce needs requiring advanced education and training. After identifying such employers, Harris will consult with the County's Housing and Community Development staff to contact employers and inquire about their hiring process and any existing difficulties in finding qualified employees outside of the County due to high housing costs. During this contact, Harris shall also inquire about successful models and gauge employers' interest in implementing employer-assisted housing programs.

- **Recommended/Optional:** Harris recommends virtual meetings for this large employer engagement as an integral part of our evaluation of existing employer-sponsored housing and housing-related constraints to recruiting employees. Engaging local employees through virtual meetings could encourage an organic relationship between the County and local employers, which would facilitate future collaboration efforts.
 - Up to two (2) virtual meetings with large employers, including UCSB, Westmont College, and Cottage Hospital.

The above process shall be performed to help the County:

- Identify local companies with financial capital and land to facilitate the development of employment housing.
- Develop a strategy to encourage County partnerships with larger employers or developers to help navigate through the development and permitting process to produce rental or resale units affordable to members of the local workforce or offer homeownership assistance.
- Assist in the creation of a model or marketing plan that contains sample covenants, development agreements, and design prototypes, and detect ways for the expedition of the project application and permitting process to help reduce development costs.

Deliverable(s):

- One (1) draft and one (1) final memorandum
 - Memorandum shall analyze up to four (4) model programs of employer-sponsored housing, large employers with advanced education and training requirements, housing-related constraints to recruiting, and employer interest in collaborating with the County.
- **Recommended/Optional:** Up to two (2) virtual stakeholder meetings with affordable and market-rate developers, BIA, and/or community stakeholders.
 - Each stakeholder meeting shall include one (1) draft and one (1) final list of questions, and one (1) set of meeting minutes.

TASK 5: IDENTIFY FUNDING OPPORTUNITIES AND HOW TO BUILD STRONG HOUSING DEVELOPMENT FINANCING RESOURCES

Harris shall also research and identify financing resources for affordable housing development at municipal, state, and federal levels, including potential private financing that may be available (e.g. Community Reinvestment Act), and provide examples of how these resources have proven beneficial to the development of affordable housing in either stand-alone affordable housing developments and/or mixed-income housing developments for “conventional” multi-housing affordable projects and workforce housing. Through this research, Harris shall:

- Provide forward-looking analysis of innovative, replicable financial models and programs at all levels of public finance that address and support the development of affordable housing, and include examples of opportunities and constraints, strengths and areas of potential improvement of such models and how these may benefit the development of workforce housing.
- In the overall context of the totality of these resources, articulate which are most likely to be utilized presently, which may be time-limited, (e.g. bond issuances, etc.) and which represent potential for revolving finance. Include limiting factors as well, specificity of use, timing of availability and access, and programmatic constraints.
- In terms of resources that may be available for “workforce” housing specifically, how may these resources align with potential development to address this population and include discussion and articulation as to how to incentivize and structure existing or recommended fiscal policy or other public policy instruments, to advance and enhance financial feasibility of workforce housing.

Harris shall provide lists and descriptions of conventional financing tools with an evaluation and analysis of what may otherwise be considered an atypical and innovative housing financing tool.

Deliverable(s):

- One (1) draft and one (1) final memorandum
 - Memorandum shall analyze up to six (6) financing tools and opportunities to build strong housing development financing resources. The document shall also include case studies and examples of conventional and innovative financial models that could be replicated

TASK 6: PRESERVATION AND RETENTION OF AFFORDABLE HOUSING STOCK

Harris shall develop a strategy to expand upon existing homeownership rehabilitation programs for Workforce owners. The strategy shall include:

- Best practices on preserving multi-family rental housing when affordability requirements are about to expire, particularly when they are owned by private, for-profit owners.
- Analysis of how a homeowner repair program, similar to Habitat for Humanity's Neighborhood Revitalization Program, could be expanded to include the Workforce population, particularly within the unincorporated areas of Santa Barbara County.
- Evaluation of the effectiveness of the Inclusionary Housing Ordinance (IHO) in providing housing affordable to lower-income households. The County may use this information to amend, as appropriate, the County's IHO requirements and in-lieu fees to improve the effectiveness of the program.

Deliverable(s):

- One (1) draft and one (1) final memorandum analyzing the three subjects above.

TASK 7: COUNTY HOUSING OPPORTUNITY SITES

Harris shall develop a preliminary feasibility analysis of up to 20 County-owned sites/properties for workforce housing development. The purpose of the study would be to examine density and site issues under a variety of affordability levels to determine project feasibility. To accomplish that task, Harris will prepare a preliminary feasibility analysis for County consideration to maximize workforce-level affordability outcomes up to 200% of area medium income. Some level of market rate is a consideration if needed to make the project feasible. Harris will undertake the following to achieve the outcome:

TASK 7A. Meet With an Internal Project Team

The Project Team will be established by the Assistant CEO. Harris will meet with the Project Team up to four (4) times to discuss the housing opportunity sites, exclusively. This includes:

- Discussing and confirming goals for the project.
- Identifying staff to assist in the development of Summary Site Analysis.

- Identifying any potential opportunities or constraints to the site.
- Discuss and provide insight into a range of affordability levels.

TASK 7B. Develop the Site Characteristics

Harris will work with County staff (e.g. designated staff assigned and identified by General Services and Planning and Development Staff) to:

- Determine buildable lot sizes.
- Identify any development constraints and existing maps.
- Identify allowed zoning and density – or determine if re-zoning is required.
- Prepare summary document and map of the site.

TASK 7C. Summarize Options for Affordability Levels and/or Target Populations

Harris will utilize the information gathered through Task 2 (Identify Workforce Housing Affordability Gap), and Task 4 (Report on Successful Employer-Sponsored Housing Models) to analyze the following:

- Develop a variety of possible combinations for consideration.
- Identify an appropriate range of affordability levels.
- Consider the possibility of rental vs. ownership scenarios.
- Review and summarize UCSB, Westmont, and Cottage Hospital programs as local models to consider (the focus can be on rental, ownership, or both).

TASK 7D. Meet With a Few Key Local Housing Developers for Insights

Harris will utilize the stakeholder meetings recommended in Task 3 to obtain general housing development insights into the current market, as well as the County's existing programs, opportunities, and constraints. In addition to the developers, Harris shall include:

- City Housing Authority (local expert)
- County Housing Authority (courtesy, input, potential developer, or management entity)
- Local Developer(s)

TASK 7E. Coordination With County Staff

Harris will work with County staff to:

- Confirm interest in a site for a housing project
- Receive Input as to affordability levels to consider
- Receive Input on rental vs. ownership considerations
- Receive input as to whether a market rate component could be considered or not

Harris shall reach out to the following staff to discuss County-owned sites:

- Director, Community Services Department
- CSD Deputy Director, Housing and Community Development Division

- Housing and Programs Manager, Housing and Community Development Division
- Director, Planning and Development Department
- Others as warranted and directed.
- Meeting may include individual appointments with County Supervisors.

Deliverable(s):

- One (1) draft and one (1) final feasibility analysis for housing development on County-owned sites.

TASK 8: PROJECT MANAGEMENT AND COORDINATION

The Harris Team will work closely and collaboratively with City staff and will clarify the preferred communication methods that work best for the City, including meetings, phone conferences, email exchanges, and other communications to verify the timely delivery and adoption of the City's updated housing element.

TASK 8A. Strategies to Confirm Clear & Timely Communication/Effective Project Coordination

The principal-in-charge and project manager will conduct up to twenty (20) weekly coordination meetings with City staff during the process to review the status and verify that objectives and milestones are being achieved. To provide cost savings to the City and to allow for potential additional pandemic-related restrictions, it is assumed that these meetings will be virtual via Microsoft Teams or Zoom. Harris will prepare an agenda and a meeting summary with action items for each meeting.

The principal-in-charge and project manager will perform quality assurance/quality control review on all draft and final documents and apply the following standards:

- Prepare documents that are thorough, concise, and easy-to-understand. Tailor documents to meet the needs of the public and decision-makers. Focus on critical information and issues; omit redundant or unessential text and statistics.
- Use bullet statements, tables, charts, and maps as appropriate to summarize data, analyses, and conclusions.
- Present detailed data in appendices.
- Consult The Chicago Manual of Style to ensure proper and consistent style.
- Use consistent capitalization, terms, headings, and format (e.g., font, alignment, and spacing).
- Organize documents in a clear, concise, and logical order. Organize documents by topic, chronological order, or critical path. Prepare outlines for long and/or complex documents.
- Cite all data and information sources; include a formal bibliography or list of sources.
- Prepare all documents using Microsoft Word.

COST PROPOSAL

The budget below represents the cost for the proposed scope. However, Harris is happy to discuss modifications to the scope of work to negotiate a budget that works with the County. The proposed not-to-exceed fee for this work is presented below:

	Principal-In-Charge	Senior Project Manager	Project Manager	Deputy Project Manager	Senior Analyst	Analyst	Total Estimated Hours	Total Estimated Fee
Billing Rate	\$300	\$230	\$205	\$190	\$155	\$145		
Task 1: Data Request, Kick-Off Meeting, and Schedule	14	2	22	7	0	0	31	\$10,500
Kick-Off Meeting (1 draft, 1 final agenda and 1 final agenda minutes)	2	0	5	4	0	0	11	\$2,385
Data Request	4	2	5	3	0	0		\$3,255
Project Schedule (3 drafts, 1 final)	8	0	12	0	0	0	20	\$4,860
Task 2: Identify Workforce Housing Affordability Gap	14	0	32	0	24	30	100	\$18,830
Affordable Housing Cost Determination Analysis	4	0	10	0	8	10	32	\$5,940
Existing Housing Cost Comparison Analysis	4	0	10	0	8	10	32	\$5,940
Memorandum	6	0	12	0	8	10	36	\$6,950
Task 3: Evaluate Existing and Model Programs	20	0	45	40	0	36	141	\$28,045
Evaluation of County's Existing Housing Programs	4	0	15	12	0	12	43	\$8,295
Analysis of Model Programs in Similar Communities (up to 4)	8	0	12	12	0	12	44	\$8,880
Stakeholder Meetings (See Task 7)	0	0	0	0	0	0	0	\$0
Memorandum	8	0	18	16	0	12	54	\$10,870
Task 4: Report on Successful Employer-Sponsored Housing Models	20	0	56	20	16	34	146	\$28,690
Analysis of Existing Employer-Sponsored Housing (up to 4)	6	0	20	0	16	12	54	\$10,120
Large Employer Identification and Engagement (up to 4)	6	0	20	8	0	10	44	\$8,870
Memorandum	8	0	16	12	0	12	48	\$9,700
Task 5: Identify Funding Opportunities	20	18	8	0	12	18	76	\$16,250
Analysis of Financial Tools	10	12	4	0	6	12	44	\$9,250
Memorandum	10	6	4	0	6	6	32	\$7,000
Task 6: Preservation and Retention of Affordable Housing Stock	32	0	48	42	0	44	166	\$33,800
Analysis of Affordable Housing Preservation Best Practices	4	0	16	8	0	12	40	\$7,740
Analysis of Homeowner Repair Program	4	0	12	8	0	12	36	\$6,920
Analysis of Inclusionary Housing Program	16	0	6	6	0	8	36	\$8,330
Memorandum	8	0	14	20	0	12	54	\$10,810
Task 7: County Housing Opportunity Sites	102.915	0	80	98	50	82	412.915	\$85,535
Meetings with Internal Project Team (up to 4)	20	0	12	12	0	0	44	\$10,740
Develop Site Characteristics	52	0	10	60	12	50	183.915	\$38,135
Summarize Options for Affordability Levels/Target Populations	8	0	14	14	18	20	74	\$13,620
Stakeholder Meetings (2)	8	0	4	0	0	2	14	\$3,510
Coordination with County Staff	15	0	40	12	20	10	97	\$19,530
Task 8: General Project Management and Coordination	30	5	40	20	8	10	113	\$24,840
Project Management and Coordination	30	5	40	20	8	10	113	\$24,840
TOTAL	252.915	25	331	227	110	254	1185.915	\$246,490
Optional Services	8	0	4	0	0	2	14	\$3,510
Recommended/Optional: Stakeholder Meetings (2)	8	0	4	0	0	2	14	\$3,510
TOTAL WITH OPTIONAL SERVICES:	260.915	25	335	227	110	256	1199.915	\$250,000

Harris billing rates are provided below and are subject to an annual 4% increase:

2024 Billing Rates	
Principal-in-Charge	\$300
Senior Director/Director	\$265
Senior Project Manager	\$230
Project Manager	\$205
Deputy Project Manager	\$190
Senior Analyst	\$155
Analyst	\$145
Research Analyst	\$135

SCHEDULE

Per staff's recommendation, we anticipate holding the Project Kickoff Meeting on January 26, 2024. The breakdown of the proposed schedule for each phase is as follows:

Description	Timeframe (enter proposed dates)
Lead kick-off meeting (Task 1)	April 2024
Submit the Draft Workforce Housing Affordability Gap Assessment (Task 2)	June 2024
Submit the Draft Evaluation of Existing County Programs and Analysis of Model Programs in Similar Communities (Task 3)	June 2024
Submit the Draft report on the mechanics of successful employer-sponsored housing programs within the County for replication. (Task 4)	June 2024
Identify funding opportunities and how to build strong housing development financing resources (Task 5)	June 2024
Preservation and Retention of Affordable Housing Stock: Develop a strategy to expand upon existing homeownership rehabilitation programs for Workforce homeowners. (Task 6)	July 2024
Analyze County-owned sites for feasibility of conversion to housing or new construction of housing - including determining existing zoning and, if necessary, proposing general plan amendments; review site capacity and needed infrastructure to accommodate units of 500 – 1,200 square feet each; and estimating development cost per unit and related financial analysis, and other feasibility factors. (Task 7) – See Exhibit A Scope of Work	August 2024
Draft and Final Plan and discussion with staff	October 2024

REFERENCES

Following is a list of recent assignments related to affordable housing. We have included reference names and contact information.



Inclusionary Housing Study

City of Irvine

Harris has prepared a draft Inclusionary Housing Study for the City that involves increasing the inclusionary requirements for rental and ownership housing from 15% to 20%. To date, Harris led stakeholder meetings with developers, housing advocates, and non-profit organizations, presented the Study to the Planning Commission, and will be working on finalizing the Study with City staff.

REFERENCE

- **Reference:** Lisa Varon, Housing Manager
- **Contact:** (949) 724-6612 | lvaron@cityofirvine.org



Inclusionary Housing Study

City of Oxnard

Harris prepared an Inclusionary Housing in-lieu fee study for the City that involved updating and confirming the inclusionary housing percentage requirements and conducting an analysis of the demand for affordable housing that results from the development of market-rate housing units. Harris participated in public workshops on the Study and presented findings to committees and the City Council.

REFERENCE

- **Reference:** Kathleen Mallory, Planning & Sustainability Manager
- **Contact:** (805) 385-8370 | kathleen.mallory@oxnard.org



Inclusionary Housing Study

City of Duarte

Harris drafted an Inclusionary Housing Feasibility Analysis, which included a proforma analysis to determine if development would be feasible if an Inclusionary Housing Ordinance were adopted. The proforma analysis included researching development costs, rents, expenses, and financing to determine project feasibility under several scenarios.

REFERENCE

- **Reference:** Craig Hensley, Community Development Director
- **Contact:** (626) 357-7931 | chensley@accessduarte.com



Housing Feasibility Site Evaluation

San Gabriel Valley Council of Governments

Harris evaluated the financial feasibility for affordable housing development at two sites in the Cities of Duarte and South Pasadena, based on market conditions, funding sources, and City preferences. Harris then prepared Requests for Proposals (RFPs) for development of the two sites. Harris is assisting with the distribution of the RFPs and the process to solicit, review, and select from development proposals. Harris worked with a sub-consultant Architect to provide preliminary sites plans and prospective renderings of development at the two sites.

REFERENCE

- **Reference:** Caitlin Sims, Manager of Local Programs
- **Contact:** (626) 457-1800 | csims@sgvcog.org

INSURANCE

Below is a summary of Harris' insurance coverage. Other evidence of insurance as required by the scope of this assignment will be provided at request.



HARR&AS-01

ABARTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 3000 Executive Parkway Suite 300 San Ramon, CA 94583		CONTACT NAME: PHONE (A/C, No, Ext): (925) 609-6500 FAX (A/C, No): (925) 609-6550 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Valley Forge Insurance Company	
		INSURER B : American Casualty Co of Reading PA	
		INSURER C : The Continental Insurance Company	
		INSURER D : Continental Casualty Company	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:			6072176739	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6076590520	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6076590551	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7034219554	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIAB Claims-Made; 500k Ded			AEH591891588	8/1/2023	8/1/2024	Per Claim 5,000,000
D				AEH591891588	8/1/2023	8/1/2024	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation policy excludes monopolistics states ND, OH, WA, WY.

CERTIFICATE HOLDER *FOR INFORMATION PURPOSES ONLY*	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Cost Proposal)

- A. For Services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$246,490("Maximum Contract Amount").
- B. Payment for Services and reimbursement of eligible costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBITS A** and A-1 as determined by COUNTY. Payment for Services and reimbursement of eligible costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as set forth in **Exhibit B1** ("Cost Proposal"). Invoices submitted for payment that are based upon **Exhibit B1** must contain sufficient detail to enable an audit by COUNTY of the charges and provide supporting documentation.
- C. At the completion of each Task identified in Exhibits A and A-1, or other schedule mutually accepted by COUNTY and CONTRACTOR, CONTRACTOR shall submit to the COUNTY Representative an invoice for services rendered accompanied by completion of COUNTY'S form of Expenditure Summary and Payment Request (and any other form that may be required by U.S. Treasury for ARPA funds), and any other supporting documentation as may be required by COUNTY. These invoices must cite the assigned Board Contract Number. The COUNTY Representative shall evaluate the quality of the Service performed and, if found to be satisfactory and consistent with the provisions of this Agreement, including, but not limited to, the Cost Proposal attached hereto as **Exhibit B1**, shall initiate payment processing. COUNTY shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.

All payments by the COUNTY will be made by Electronic Funds Transfer (EFT). CONTRACTOR will provide the COUNTY with its bank ABA number, account number and designation of the account to which such EFT will be made. CONTRACTOR will be responsible for notifying the COUNTY when CONTRACTOR'S EFT information changes.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of any of the provisions of this Agreement or of COUNTY'S right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B1
CONTRACTOR Cost Proposal

	Principal-In-Charge	Senior Project Manager	Project Manager	Deputy Project Manager	Senior Analyst	Analyst	Total Estimated Hours	Total Estimated Fee
<i>Billing Rate</i>	\$300	\$230	\$205	\$190	\$155	\$145		
Task 1: Data Request, Kick-Off Meeting, and Schedule	14	2	22	7	0	0	31	\$10,500
Kick-Off Meeting (1 draft, 1 final agenda and 1 final agenda minutes)	2	0	5	4	0	0	11	\$2,385
Data Request	4	2	5	3	0	0		\$3,255
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Existing Housing Cost Comparison Analysis	4	0	10	0	8	10	32	\$5,940
Memorandum	6	0	12	0	8	10	36	\$6,950
Task 3: Evaluate Existing and Model Programs	20	0	45	40	0	36	141	\$28,045
Evaluation of County's Existing Housing Programs	4	0	15	12	0	12	43	\$8,295
Analysis of Model Programs in Similar Communities (up to 4)	8	0	12	12	0	12	44	\$8,880
Stakeholder Meetings (See Task 7)	0	0	0	0	0	0	0	\$0
Memorandum	8	0	18	16	0	12	54	\$10,870
Task 4: Report on Successful Employer-Sponsored Housing Models	20	0	56	20	16	34	146	\$28,690
Analysis of Existing Employer-Sponsored Housing (up to 4)	6	0	20	0	16	12	54	\$10,120
Large Employer Identification and Engagement (up to 4)	6	0	20	8	0	10	44	\$8,870
Memorandum	8	0	16	12	0	12	48	\$9,700
Task 5: Identify Funding Opportunities	20	18	8	0	12	18	76	\$16,250
Analysis of Financial Tools	10	12	4	0	6	12	44	\$9,250
Memorandum	10	6	4	0	6	6	32	\$7,000
Task 6: Preservation and Retention of Affordable Housing Stock	32	0	48	42	0	44	166	\$33,800
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Analysis of Inclusionary Housing Program	16	0	6	6	0	8	36	\$8,330
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Develop Site Characteristics	52	0	10	60	12	50	183.915	\$38,135
Summarize Options for Affordability Levels/Target Populations	8	0	14	14	18	20	74	\$13,620
Stakeholder Meetings (2)	8	0	4	0	0	2	14	\$3,510
Coordination with County Staff	15	0	40	12	20	10	97	\$19,530
Task 8: General Project Management and Coordination	30	5	40	20	8	10	113	\$24,840
Project Management and Coordination	30	5	40	20	8	10	113	\$24,840
TOTAL	252.915	25	331	227	110	254	1185.915	\$246,490
Optional Services	8	0	4	0	0	2	14	\$3,510
Recommended/Optional: Stakeholder Meetings (2)	8	0	4	0	0	2	14	\$3,510
TOTAL WITH OPTIONAL SERVICES:	260.915	25	335	227	110	256	1199.915	\$250,000

2024 Billing Rates

Principal-in-Charge	\$300
Senior Director/Director	\$265
Senior Project Manager	\$230
Project Manager	\$205
Deputy Project Manager	\$190
Senior Analyst	\$155
Analyst	\$145
Research Analyst	\$135

Exhibit C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, from and against claims, actions, losses, damages, judgments and/or liabilities resulting from this Agreement from CONTRACTOR's negligent acts, errors or omissions and for any costs or expenses (including reasonable attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 30-day written notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled

and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. If such change results in additional cost to the CONTRACTOR and the COUNTY requires CONTRACTOR to obtain the additional coverage, the COUNTY and CONTRACTOR will negotiate the additional cost of the insurance.

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

AMERICAN RESCUE PLAN ACT (ARPA) REQUIRED TERMS

This Agreement is funded through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 C.F.R. Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY, and Treasury's *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*. In recognition of these funding requirements, CONTRACTOR agrees to the following provisions:

1. **GENERAL COMPLIANCE.** CONTRACTOR shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time.
2. **USE OF FUNDS:** CONTRACTOR agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
3. **REPORTING.** CONTRACTOR shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.
4. **DEBARMENT AND SUSPENSION.** As required by 2 C.F.R. § 200.214, CONTRACTOR warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
5. **MAINTENANCE OF AND ACCESS TO RECORDS.**
 - A. Pursuant to 2 C.F.R. § 200.337 and Section 4 of the Award Terms and Conditions, CONTRACTOR shall maintain records and financial documents sufficient for COUNTY to show compliance with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
 - B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of CONTRACTOR in order to conduct audits or other investigations.
 - C. Irrespective of Section 6 – Right to Audit of the Agreement, records shall be maintained by CONTRACTOR for a period of five (5) years after final payment for the Services.

6. 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.

7. 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 the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are 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 the 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.

8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. 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.
- B. Unless otherwise specified in the Agreement, 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.

9. 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 agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and CONTRACTOR agrees to comply with said regulation.
- 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 cancelled, 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 (A) and the provisions of paragraphs (A) through (F) 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.

10. NONDISCRIMINATION

- A. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- B. CONTRACTOR shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- C. CONTRACTOR shall incorporate the language in Section 10 (A) through (B). in every agreement with a subcontractor or purchase order funded under this Agreement.

- D. CONTRACTOR shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- E. CONTRACTOR shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

11. 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, the Federal Agency which provided funds in support of this Agreement, 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.

12. 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, the Federal Agency which provided funds in support of this Agreement, 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.

13. 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.

14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED). CONTRACTOR shall file the required certification attached as Attachment A *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. 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.

15. PROCUREMENT OF RECOVERED MATERIALS

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>.

16. DOMESTIC PREFERENCES FOR PROCUREMENTS

A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

18. 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. 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.)

19. REMEDIES FOR NONCOMPLIANCE

- A. Wholly or partly suspend or terminate the Agreement.
- B. Require payments as reimbursements rather than advance payments;

- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;
- E. Require additional project monitoring;
- F. Requiring CONTRACTOR to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

20. PREVAILING WAGE

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of California Prevailing Wage Laws will apply to these funds.

21. COPELAND ACT

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

22. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION

- A. Overtime requirements. No CONTRACTOR or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible CONTRACTOR and subcontractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the CONTRACTOR and subcontractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any CONTRACTOR or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy CONTRACTOR or subcontractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same CONTRACTOR that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
 - 1. The CONTRACTOR and its Subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked,

deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

2. The CONTRACTOR and its Subcontractors shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The CONTRACTOR or subcontractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.

E. Subcontracts. The CONTRACTOR shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require Subcontractors to include these provisions in any such lower-tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs "A" through "D" of this clause.

F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

23. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Except as provided in the Assistance Listing available at <https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>, CONTRACTOR shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this Agreement.

**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

Date

Name and Title of CONTRACTOR's Authorized Official