

**GENERAL FUND GRANT AGREEMENT
BETWEEN THE COUNTY OF SANTA BARBARA AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY**

**Regional Coordinated Entry System (CES) Support
2019 Point in Time Count Coordination**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and United Way of Northern Santa Barbara County with an address at 1660 S. Broadway, Ste. 201, Santa Maria, CA 93454 (hereafter GRANTEE) wherein GRANTEE agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the United States Department of Housing and Urban Development (hereafter HUD) requires Continuums of Care to operate a communitywide Coordinated Entry System (CES) to identify and prioritize vulnerable homeless households and link them to housing and supportive services; and

WHEREAS, HUD requires Continuums of Care to plan and conduct, at least biennially, a Point-in-Time Count of homeless persons within its geographic area (hereafter PIT Count) in accordance with 24 CFR 578.7(c)(2); and

WHEREAS, the efficiency and expertise of one agency assisting in the coordination of homeless services, outreach and the implementation of a Point In Time (PIT) Count of homeless persons will maximize coordination of resources and staff; and

WHEREAS, since 2018 the United Way of Northern Santa Barbara County has served as the Coordinated Entry System (CES) Lead Agency of the Santa Maria/Santa Barbara County Continuum of Care (hereafter CoC), has been involved with the Point In Time surveys since 2017, and represents their employ of specially trained, skilled, experienced, and competent staff to carry out the duties in the Grant Agreement; and

WHEREAS, a responsibility of the COUNTY as the Lead Agency of the Santa Maria/Santa Barbara County CoC is to ensure that the CoC is able to fulfill its roles and responsibilities, as enumerated in 24 CFR Part 578, which includes ensuring the operation of a Coordinated Entry System (CES) and the completion of an annual Point In Time (PIT) count of homeless persons; and

WHEREAS, the Board of Supervisors approved \$90,000 in General Funds for on-going homeless regional coordination and outreach when it approved its FY 2018-19 budget in June 2018;

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee GRANTEE's performance and conduct the review, approval and payment of invoices for the administration of this grant agreement;

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

1. DESIGNATED REPRESENTATIVE

Dinah Lockhart, Deputy Director, Housing and Community Development Division is the representative of COUNTY CSD and will administer this Agreement for and on behalf of COUNTY. Eddie Taylor is the authorized representative for GRANTEE. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Deputy Director, Housing and Community Development
123 E. Anapamu Street, Santa Barbara, CA, 93101, 805-568-3523
dlockhart@co.santa-barbara.ca.us

To GRANTEE: Executive Director, United Way of Northern Santa Barbara County, 1660
S. Broadway, Ste. 201, Santa Maria, CA, 93454, 805-922-0329
contact@liveunitedsbc.org

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

3. SCOPE OF SERVICES

GRANTEE agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

COUNTY may, without cause, order GRANTEE in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

4. TERM

GRANTEE shall commence performance on October 16, 2018 and end performance upon completion, but no later than June 30, 2019.

5. COMPENSATION OF GRANTEE

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

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that GRANTEE (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which GRANTEE shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions hereof. GRANTEE 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. GRANTEE shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, GRANTEE shall be solely responsible and save COUNTY harmless from all matters relating to payment of GRANTEE'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, GRANTEE may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

GRANTEE 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. GRANTEE certifies that it shall not contract with a subgrantee that is so debarred or suspended.

9. TAXES

GRANTEE shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law.

COUNTY shall not be responsible for paying any taxes on GRANTEE's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, GRANTEE 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

GRANTEE covenants that GRANTEE 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. GRANTEE must promptly disclose to COUNTY, in writing, any potential conflict of interest. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE. COUNTY retains the right to waive a conflict of interest disclosed by GRANTEE if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to GRANTEE in writing.

11. OWNERSHIP OF DATA

GRANTEE shall be the owner of all data collected in the performance of this Agreement. COUNTY, however, shall have rights with respect to all data collected in the performance of this Agreement, which include, but are not limited to, their use, disclosure, reproduction, preparation of derivative works, and public display, in any manner and for any purpose, and to have or permit others to do so.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

GRANTEE shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of GRANTEE's profession and shall maintain such records for at least five (5) 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 GRANTEE's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), GRANTEE 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). GRANTEE shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

COUNTY hereby notifies GRANTEE 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 GRANTEE agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

GRANTEE 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 GRANTEE as the COUNTY desires.

18. NON-ASSIGNMENT

GRANTEE shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. COUNTY does, however, acknowledge that the parties intend for GRANTEE to perform the services set forth in EXHIBIT A through C3H. COUNTY therefore consents to any partial transfer or partial assignment of obligations under this Agreement that is reasonably necessary in order for GRANTEE to fulfill its obligations through C3H. However, GRANTEE expressly agrees that any such partial transfer or partial assignment shall not relieve GRANTEE of any obligation set forth in this Agreement.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to GRANTEE, 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 GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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, GRANTEE 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 GRANTEE, unless the notice directs otherwise.
- B. By GRANTEE. Should COUNTY fail to pay GRANTEE all or any part of the payment set forth in EXHIBIT B, GRANTEE may, at GRANTEE'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, GRANTEE 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 GRANTEE in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit GRANTEE to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay GRANTEE 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 GRANTEE be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. GRANTEE 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 GRANTEE. In the event of a dispute as to the reasonable value of the services rendered by GRANTEE, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for

convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

GRANTEE shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of GRANTEE in any action or proceeding against

GRANTEE, whether COUNTY is a party thereto or not, that GRANTEE has violated any such ordinance or statute, shall be conclusive of that fact as between GRANTEE and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

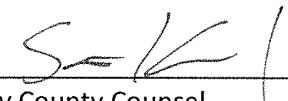
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

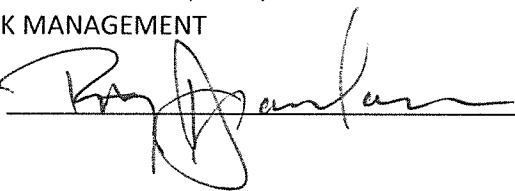
APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA, CPFO
AUDITOR-CONTROLLER

By:  _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

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

By:  _____

Risk Manager
"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Das Williams, Chair
Board of Supervisors

By:  _____
George Chapjian, Director
Community Services Dept.

GRANTEE:
United Way of Northern Santa Barbara County

Eddie Taylor, Executive Director

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____

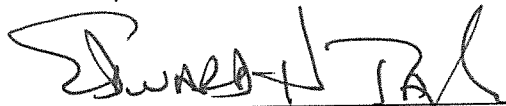
Risk Manager
"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Das Williams, Chair
Board of Supervisors

By: _____
George Chapjian, Director
Community Services Dept.

GRANTEE:

United Way of Northern Santa Barbara County



Eddie Taylor, Executive Director



Division of Housing and Community Development



Community
Services
Department
Creating Paths to Prosperity

SCOPE OF WORK

Under this Agreement and Scope of Work, CONTRACTOR agrees to

- Regional Coordination and Coordinated Outreach Teams to support the Coordinated Entry System
- Volunteer Recruitment, Coordination and Support for the 2019 Homeless Point In Time (PIT) Count

Regional Coordination and Coordinated Outreach and Engagement:

The Continuum of Care (CoC) is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness. The U.S. Department of Housing and Urban Development (HUD) by provisions in the CoC Program interim rule at 24 CFR 578.7(a)(8) require that CoCs establish a Coordinated Entry System (CES). HUD's primary goals for coordinated entry processes are that assistance be allocated as effectively as possible and that it be easily accessible no matter where or how people present. CONTRACTOR is the lead for the CES for the CoC and has been designated to perform all responsibilities assigned to the CONTRACTOR in the CoC Grant number CA1700L9D031700 including the Scope of Work outlined in Contract 14.267. The overarching responsibility of the CONTRACTOR is to ensure that homeless persons receiving services in the county are accessing those services through the coordinated process. The CONTRACTOR is responsible for the success of the CES project including its day-to-day activities, oversight, and evaluation, and management.

In many instances, persons experiencing homelessness do not access services by approaching a provider. Consistent outreach and engagement is an essential component to coordinated entry into services for unsheltered homeless persons. Street engagement focused on linking participants to housing interventions is a best practice. Many agencies have contact with persons experiencing homelessness and a high degree of coordination improves efficiency and the effectiveness in housing of unsheltered homeless persons. CONTRACTOR shall conduct outreach and engagement and regional coordination of the engagement efforts in Carpinteria, Santa Barbara (including unincorporated areas), Goleta, Isla Vista, Buellton/Santa Ynez (South County) and Lompoc and Santa Maria (including unincorporated areas) (North County).

CONTRACTOR's Coordinated Outreach Teams in the communities listed above shall:

- Focus on working with individuals and families not working with other CES Partner Agencies, with a primary focus on unsheltered families or individuals. Outreach teams may serve families or individuals living in emergency shelters not yet participating in CES.
- Lead weekly Coordinated Outreach Teams to identify individuals and families experiencing homelessness who are most in need of services (as defined by the CES process).
- Conduct regular site visits to places know to have persons experiencing homelessness including but not limited to 20 regular outreach or in-reach sites, conducting assessments on eligible persons.
- Assist CES participants to obtain all required documentation for placement in permanent or temporary housing within 90 days of a housing resource being identified.
- Record all contacts in the Homeless Management Information System.
- Each participant moving into housing shall be connected with case management and/or appropriate community based services to maintain their housing, improve their quality of life, and if possible gain employment.

On at least a quarterly basis, CONTRACTOR shall convene meetings with regional stakeholders including, but not limited to: county and city staff, mental health providers, homeless services providers, churches, law enforcement, and business associations. These meetings shall discuss local and systemic issues that contribute to homelessness and strategies for reducing homelessness and its impacts on the regional community. Agendas and invitation to HCD staff to be provided.

Regional Coordination and Outreach Performance Goals: CONTRACTOR outreach, engagement, and regional coordination will result in permanent housing placements for unsheltered person experiencing homelessness. Housing placement for each served community are as follows:

- Carpinteria (5),
- Santa Barbara (20)
- Isla Vista (5)
- Lompoc (5)
- Goleta (2)
- Santa Maria (5).

Point In Time (PIT) Scope of Work

HUD requires CoCs to carry out the PIT count on one night during the last 10 calendar days of each January at least once every two years (biannually). The PIT count consists of data collection from sheltered and unsheltered homeless persons. Each PIT count is planned, coordinated, and carried out locally. People experiencing homelessness are asked specific pieces of information that are required by HUD. Some of those questions include information on household size, race, ethnicity, Veteran status, and any possible medical condition. For the 2019 Point in Time (PIT) Count CONTRACTOR will provide volunteer recruitment, coordination and support in addition to participating in the PIT leadership team. The PIT Count is the planning for the gathering of data on all sheltered and unsheltered persons experiencing homelessness in Santa Barbara County.

The Scope of Work shall include, but not be limited to, the following key phases and asks to carry out a complete and accurate PIT with adequate volunteers to canvas the county:

- Pre-Planning Phase (October)
 - Working with County HCD as well as technical assistance and contracted lead staff:
 - Develop count methodology
 - Review 2017 PIT/HIC data for lessons learned
 - Formation of PIT and HIC Steering Committee and sub-committees
 - Identify PIT/HIC Implementation Plan
 - Suggest updates to survey
 - Develop timeline of volunteer recruitment and training activities
 - Identify key stakeholder organizations and points of contact
 - Assist in identifying technical assistance and leadership
- Planning and Development Phase (October – December)
 - Coordination with Annual Santa Barbara County Veterans Stand-Down
 - Volunteer Kick Off Event
 - Media outreach or volunteer recruitment
 - Mapping, including law enforcement, park rangers and other outreach teams.
 - Volunteer recruitment
 - Finalize volunteer training content with HCD and PIT Lead
 - Confirm PIT count locations and divide geographic areas for full county coverage
- Execution Phase (January 2019)
 - Hold volunteer training week before count
 - Follow up and support participation of volunteers
 - Americorps and United Way staff to participate in PIT, potentially as team leaders or other areas requiring trained staff
 - Assist with any data review required.
 - Conduct exit surveys for volunteers

- De Brief with teams for mapping and potential outreach intel for follow up with PIT count participants.
- If survey collects names and locations, follow up as requested by participant survey.
- Follow up with appreciation for volunteers

Point in Time Count Performance Goals

- A minimum of 200 community volunteers (non-agency staff) participate on the day of the PIT count
- Over 80% satisfaction rates as reported on volunteer exit survey

Budget

The County has committed to an amount not to exceed \$90,000 for the scopes of work listed above. The CONTRACTOR budget for CES administration, the Point in Time count, Regional Coordination and Outreach is included. This Scope of Work will begin on October 16, 2018 and end on June 30, 2019. CONTRACTOR will invoice County Executive Office with quarterly report detailing achievements, placements, re-unifications and other pertinent details by region, along with required ESPR and United Way / Home for Good services invoice. A copy of these documents will be provided to HCD upon request.

Additional Agreements

By his/her signature on this Scope of Work, CONTRACTOR agrees:

- To keep all work and materials related to the Scope of Work and deliverable confidential between CONTRACTOR and COUNTY.
- That all documents and other materials pertaining to this Scope of Work will be considered the property of COUNTY and will not be shared to anyone outside COUNTY without COUNTY’S express consent. All documents and other materials will be provided to COUNTY via email attachments, USB Flash Drive provided to COUNTY, or via Dropbox™ account established by COUNTY and shared with CONTRACTOR.
- That CONTRACTOR has no conflict of interest, either real or perceived, with PROJECT representatives or other entities or persons related to the assigned PROJECT(S).
- CONTRACTOR will not hold COUNTY liable for any accident, injury or loss, including loss of income, that may result while performing the services under this Scope of Work.
- That CONTRACTOR is responsible for the results of his/her work and understands that COUNTY will rely on the results of the work, and the opinions of CONTRACTOR, to make funding decisions in compliance with federal regulations.

Contact Information

COUNTY

Dinah Lockhart, Deputy Director
123 E. Anapamu St., 2nd Floor
Santa Barbara, CA 93101
dlockhart@co.santa-barbara.ca.us
(805) 568-3523

CONTRACTOR

Eddie Taylor, Chief Executive Officer
Northern Santa Barbara County United Way
1660 South Broadway #201
Santa Maria, CA 93454
contact@liveunitedsbc.org
(805) 922-0329

Exhibit B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For GRANTEE services to be rendered under this Agreement, GRANTEE shall be paid a total contract amount, including cost reimbursements, not to exceed **\$90,000**.
- B. Payment for services and /or reimbursement of costs shall be made upon GRANTEE's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY and restrictions identified in Paragraph E of this Exhibit.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, GRANTEE shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. These quarterly invoices or claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from GRANTEE.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require GRANTEE to correct such work or billings or seek any other legal remedy.
- E. Reimbursement shall be made to GRANTEE for the costs identified below, subject to all other provisions of this Agreement.

Cost	Description	Amount
Staff Costs	Salaries, Benefits and Payroll Taxes	\$79,200.00
Supplies/ Incentives/Misc.	Point in Time	\$10,117.50
Admin	Admin Accounting	\$682.50
Total		\$90,000

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

General Fund Grant
County of Santa Barbara Community Services Department

2016 - 2017

Agency Name: United Way of Northern Santa Barbara County DUNS #: _____

Project Name: General Fund for Point in Time Count

Address: 1660 S. Broadway, Ste. 201, Santa Maria, CA 93454

Contact Person: Eddie Taylor Title: Executive Director

Email Address: eddie@liveunitedsbcc.org Phone #: 805-922-0329 x107

ESPR Request #: _____
Date Submitted: _____

Submit completed ESPR and required documentation to:

Staff Person: A.J. Quinoveva Title: Housing Program Specialist, Sr.

Email Address: aquinoveva@co.santa-barbara.ca.us Phone #: 805-560-1090

PO/Contract #: _____
HCD Project #: _____

Grant Budget and Expenditures

Activity	Eligible Cost	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Refreshments		\$ 3,000.00		\$	3,000.00
Supplies		\$ 2,000.00		\$	2,000.00
Participant Incentives		\$ 10,000.00		\$	10,000.00
TOTAL		\$ 15,000.00	\$ -	\$ -	\$ 15,000.00

Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Administrator / Executive Director

Name _____ Title _____

Name: Eddie Taylor Title: Executive Director

Signature _____ Date _____

Signature _____ Date _____