

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PROJECT
SENTINEL OF SAN MATEO COUNTY**

This Agreement is entered into this ____ day of _____, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Project Sentinel, hereinafter called "Contractor."

* * *

WHEREAS, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing information and referral services to educate and inform both landlords and tenants in San Mateo County and to provide them with the resources they need to manage their rental-housing relationship.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—§ 504 Compliance
- Exhibit D- Jury Service Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two hundred sixty-one thousand, three hundred dollars (\$261,300). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the Director of Housing or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Ken Cole Director, Department of Housing, County of San Mateo
Address: 264 Harbor Blvd., Bldg. A Belmont, CA 94002
Telephone: 650-802-5024
Facsimile: 605-802-3373
Email: KCole@smchousing.org

In the case of Contractor, to:

Name/Title: Ann Marquart, Executive Director, Project Sentinel
Address: 1490 El Camino Real, Santa Clara, CA 95050
Telephone: 408-720-9888 ex 8015
Email: AMarquart@housing.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Project Sentinel

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

Director, Department of Housing, San Mateo County

Date:

ATTEST:

By:

Public Notary

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

A) Purpose of the Agreement

- The purpose of this Agreement between County and Contractor is to provide information and referral (I&R) services to educate and inform both landlords and tenants in San Mateo County and to provide them with the resources they need to manage their rental-housing relationship. The I&R Services outlined in this Scope of Work are intended to:
 - Prevent miscommunication and rental-related conflicts that contribute to the housing crisis for renters in San Mateo County;
 - Disseminate clear, accessible information about Landlord-Tenant rights and responsibilities; and
 - Provide information to guide both landlords and tenants on conflict resolution and mitigation to prevent unlawful evictions and refer landlords and tenants to the appropriate resources to support productive conflict resolution.

B) Scope of Work

- Project Sentinel will maintain and enhance the organizational and programmatic infrastructure and systems to deliver the Landlord Tenant I&R Services described herein, including but not limited to:
- Project Sentinel will staff a dedicated phone line for I&R calls and a system for responding to calls, emails and in-person inquiries from individuals and households with questions or concerns regarding respective landlord or tenant rights and responsibilities.
- Project Sentinel will maintain a call log to track data regarding calls, emails and in-person inquiries. The call log will include, at minimum, the following information: name, location/city, demographics (cases only), telephone number, type of case (TLL issue – 3 day notice, 30/60/90 day notice, Rent Increase, Deposit, Eviction/UD, Repairs/Maintenance, Break Lease, Late Charges, Non-Payment, Pre-Rental, Change of terms, Privacy, Quiet Enjoyment, Affordable Housing Query, Other), source of referral, service provided and additional comments. Project Sentinel will enter data from call log into a database in a timely manner.
- Project Sentinel will counsel and/or conciliate cases when appropriate. A case will be counseled when a client requests in-depth or ongoing counseling or conciliation. Conciliation occurs when an agreement is reached between tenant or landlord designee, where assistance was provided by a Project Sentinel representative. Information regarding the type of dispute and the resolution reached will be entered into the database in addition to the standard I&R information collected. Compliance reviews will be conducted on conciliated agreements when appropriate.
- In collaboration with the San Mateo County Department of Housing (DOH) to provide an online, web-based presence to inform landlords and tenants about the Information and Referral services and how to access them, Project Sentinel will provide content and language to DOH for posting to their website and/or social media sites as needed. Project Sentinel will provide regular updates, as needed, to insure information is accurate, current and relevant.

- Project Sentinel will design and deliver a series of presentations, workshops and educational events to provide information to tenants, landlords and other housing providers about their rights and responsibilities. Project Sentinel will deliver up to three (3) workshops or educational events per quarter, with a minimum of ten (10) per year, and retain program materials, sign in sheets and evaluation forms to track participation and outcomes. Information about workshops and educational events, including an annual calendar will be made available in printed format and online.
- Project Sentinel will participate in informational meetings, workshops and training events organized by partners and stakeholders up to three (3) times per quarter, with a minimum of six (6) per year, to contribute to the support and education of renters and landlords, community-based organizations and advocates and local government agencies regarding the rights and responsibilities of landlords and tenants. This can include making presentations to social service providers about the availability of the service to meet the needs of the clients that those agencies serve. Project Sentinel has built a network of strategic relationships throughout the first two years of service to promote and strengthen accessibility to housing related services and will continue to maintain those relationships as well as seek new opportunities for strategic partnerships. With a dedicated outreach staff person, Project Sentinel will be able increase these efforts.
- Project Sentinel will develop outreach/educational literature in multiple languages, including Chinese, Tagalog and Spanish. These resources will be made available in printed form and online. Printed resources will be distributed to County and municipal government offices, social service agencies, libraries, churches, laundromats, recreation centers and other places that Project Sentinel identifies as having potential to reach renters, landlords and others who could benefit from the Information and Referral Services.
- Project Sentinel will host a Fair Housing Symposium. The Fair Housing Symposium will bring together leaders and stakeholders in the field and provide a forum for collaboration, discussion, learning, leadership and inspiration. The Symposium will be marketed throughout San Mateo County. This will be the 10th annual symposium hosted by Project Sentinel. It will provide a forum to discuss and further ideas regarding housing in San Mateo County.
- Project Sentinel will provide education and information to small "mom and pop" housing providers. Project Sentinel will determine how best to reach these providers by enlisting the help of County and municipal resources. The goal is to provide landlord/tenant information and education to small housing providers so they will be informed as they proceed in providing housing.
- Project Sentinel will approach The California Apartment Association (TCAA) to assist with educational and dispute resolution efforts by establishing a landlord peer support panel. TCAA Peer Support Panel members would reach out to landlords where a complaint has been made through the Renter's Help line and a resolution has not been reached. Members of the Peer Support Panel would discuss the problem with the landlord in an effort to seek resolution.

- Project Sentinel will reach out and coordinate with cities within San Mateo county code enforcement to develop a process for making referrals. Project Sentinel will also provide feedback to code enforcement on referrals received.
- Project Sentinel will continue to improve educational outreaches by tracking, reporting and implementing changes. Evaluation forms will be distributed at all educational workshops and presentations. Evaluation forms will solicit feedback from attendees and be used to make improvements.
- Project Sentinel will provide direct assistance and information to tenants and landlords to counsel, identify options and support resolution of issues. Clients will be referred to other agencies when the request for assistance is outside of Project Sentinel's scope of services, such as providing legal advice or legal representation. Project Sentinel will refer such calls and cases to appropriate resources such as but not limited to, Bay Area Legal, Legal Aid and/or Community Legal Services of East Palo Alto or to Peninsula Conflict Resolution Center (PCRC) for mediation referrals.

C) Location and Logistics of Service:

- Services will be provided from Project Sentinel's Redwood City office, 1615 Hudson St., Suite A. This location is community based, close to public transportation and accessible by the target population of low-income households.

D) Program Performance:

- Project Sentinel will track the number and type of interactions with landlords and tenants as well as the attendance of program activities it sponsors. Project Sentinel will classify those interactions and activities into at least the categories shown below. Project Sentinel will submit this information and any necessary backup documentation quarterly through CDS.

| Objectives | 2019-2020 | 2020-2021 |
|-----------------------------------------------------------------------------------------------------|-----------|-----------|
| Respond to tenant/landlord I&R calls | — | — |
| Cases counseled, conciliated | — | — |
| Workshops/Training/Presentations | - | - |
| Fair Housing Symposium | - | - |
| Stakeholder collaborative working group meetings | - | - |
| Working relationships built and maintained with new and existing agencies, organizations & partners | - | - |
| Distributed Flyers/brochures in English, Spanish, Tagalog, and Chinese | - | - |

Exhibit B

Funding provided in this Agreement is to be used to support work scope activity and delivery costs enumerated in Exhibit A. None of the funding shall be used to support Borrower's general administration costs. Subject to the terms of the Agreement, County shall disburse loan funds to Borrower based on the following fee schedule and terms:

Funding assistance by County will be provided upon submission of reimbursement requests by Borrower to County, except in cases in which funding provided in this Agreement will be used for property acquisition or other exemption approved by County. Requests for reimbursement shall include copies of invoices paid, together with warrants, canceled checks, or other proof that the invoices have been paid. Should draw requests be made prior to invoice payment, due to exemptions stated above, Borrower shall include proof of paid invoices from the previous draw request prior to submission of subsequent requests.

Borrower shall submit requests for reimbursement and all related back-up documentation through CDS. At a maximum, Borrower may submit to County one request for reimbursement per 30-day period.

Borrower shall certify in writing that the specific services for which funding assistance is being requested have been satisfactorily completed, that the amounts requested are accurate, and that all such amounts are being or have been expended on behalf of and exclusively for the Project. Borrower agrees to pay subcontractors directly, unless exempted by County, and County agrees to reimburse Borrower through funds provided in this Agreement. County reserves the right to verify the accuracy and completeness of such certification prior to payment to Borrower.

Alternative Payment/Reimbursement Process:

Depending on the arrangement between the parties, and upon receipt, review and approval of invoice, County will reimburse Borrower for actual costs incurred for services rendered/incurred, provided Borrower provides County with documentation and assurances described below that the costs were appropriate to the request for reimbursement and consistent with the budget described in Exhibit A.

Borrower is required to upload all back-up invoice documentation into CDS. County reserves the right to request hard copies of invoice documentation or a summary of documentation plus scanned/emailed support materials as a condition of County review and approval. In all cases, Borrower shall make documentation records available for County review upon request.

In no event shall County reimburse Borrower for any payments exceeding the total amount stated in Section 3 (Payments) of this Agreement. Borrower authorization for requests for reimbursement through CDS must be from an authorized representative of Borrower. By requesting authorization for payment reimbursement, Borrower certifies that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the activity or services described in Exhibit A. County reserves the right to verify such completion prior to or after reimbursement/payment to Borrower.

Questionable Disbursement Request: In the event of a questionable disbursement request, County will state in writing the specific nature of its objections to Borrower's reimbursement request. If applicable, County will also specify what actions or changes are necessary to make the work for which reimbursement is sought acceptable. Borrower shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. County will not be obligated to disburse funding in reimbursement for any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.