

AGREEMENT TO PROVIDE FUNDING IN SUPPORT OF THE BUILD PROGRAM, FACILITATED BY NORTH COAST OPPORTUNITIES, INC

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County”, and North Coast Opportunities, Inc., hereinafter referred to as “Contractor”, collectively referred to as the “parties”.

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, Exhibit C – Compliance Provisions and Exhibit D – Example of BUILD Tri-Party Work Agreement, the Agreement shall prevail.

2. TERM. This Agreement shall commence on **July 1, 2022**, and shall terminate on **December 31, 2024**, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Contractor has been selected by County to provide the services described hereunder in Exhibit “A” (Scope of Services), attached hereto. Compensation to Contractor shall not exceed eight hundred thousand dollars (\$800,000.00).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit “B” (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon 30 days’ written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability. On termination, Contractor shall return any unexpended funds to the County.

5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County, executed by the County Administrative Officer.

6. NOTICES. All notices between the parties shall be in writing addressed as follows:

County of Lake
Administration
255 N. Forbes St.
Lakeport, CA 95453
Attn: County Administrative Officer

North Coast Opportunities, Inc.
413 N. State St.
Ukiah, CA, 95453
Attn: Executive Director

7. EXHIBITS. The Agreement Exhibits, as listed below, are incorporated herein by reference:

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Exhibit A – Scope of Services

Exhibit B – Fiscal Provisions

Exhibit C – Compliance Provisions

Exhibit D – Example of BUILD Tri-Party Work Agreement

8. TERMS AND CONDITIONS. Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. INTEGRATION. This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Patty Bruder, Executive Director
North Coast Opportunities, Inc.

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: _____

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EXHIBIT “A” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

With this Agreement, the County of Lake is committing eight hundred thousand dollars (\$800,000) in American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF), to support activities of the BUILD Project, by North Coast Opportunities, Inc. Relevant background and the Project Workplan to utilize this particular funding are included here, to enhance public understanding.

BACKGROUND

PROJECT OVERVIEW

North Coast Opportunities, Inc. (NCO) will use funds awarded by the County to expand and enhance its countywide Building Up Individuals and Local Development (BUILD) Project (*formerly known as Building Homes, Building Lives, BHBL*), to provide creative solutions to Lake County housing challenges. Activities will include:

- Developing complementary funding streams to leverage grant dollars, including developing cost-share agreements with landlords, community sponsorships, and material discounts from local merchants.
- Expanding eligibility criteria to include participants referred by community partners.
- Building program capacity to reduce reliance on and costs of using local contractors as instructors, by providing additional construction training for the project coordinator.
- Hiring participants as NCO employees to ensure their access to a breadth of trainings.
- Developing creative partnerships with additional contractors to increase employment opportunities for program graduates and expand program capacity to work on multiple construction projects simultaneously.
- Expand partnerships with Mendocino College, Catholic Charities, Blue Zones Lake County, Kno'Qoti Native Wellness, Inc., and La Voz de Esperanza (Behavioral Health) to add more diversity in hard and soft job skills training.
- Conducting outreach to landlords to identify sites for possible accessory dwelling units (ADU) for rehabilitation or repair. rehabilitation or repair).

PROJECT BACKGROUND

It is understood the BUILD Project expands on two further NCO projects: the New Digs Program and Building Homes, Building Lives.

The NCO New Digs Program works to develop stable living situations for individuals and families homeless or at risk of homelessness, helping them to achieve stability needed to move forward toward securing permanent housing on their own. New Digs helps people quickly move into and retain stable housing by providing assistance ranging from rent payments to help with utility payments, application fees, and more. Intensive case management focuses on assessment of client readiness for permanent housing and working with clients to identify and address barriers to their self-sufficiency.

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Lake County's shortage of affordable housing continues to be a significant challenge for unhoused or precariously housed people, including New Digs clients. To address this challenge, in 2020 NCO initiated the Building Homes, Building Lives (BHBL) Program, now known as Building Up Individuals and Local Development (BUILD).

BUILD helps vulnerable people develop construction skills while experiencing the satisfaction of contributing to their community. Participants are homeless people, people at risk of homelessness, or people from other vulnerable populations who are recruited from current New Digs clients and other community programs; most also have a history of trauma. Serving this population comes with challenges; New Digs intensive case managers help participants to overcome barriers that have kept them from obtaining permanent housing and employment. Participants also have access to support services (e.g., health care, counseling) through NCO partners in the Lake County Continuum of Care for the Homeless.

The grassroots BUILD Project provides training in hard and soft job skills, work experience, group mentoring, and job placement opportunities. The 300-hour BUILD training cycle includes classroom instruction in workplace safety and use of tools, on-the-job training and work experience, classes covering soft job skills, and presentations from potential employers in the construction sector. Up to five individuals participate in each cohort, allowing time and opportunity for them to develop group cohesion and mutual support. Participants also receive a basic wage during their training.

NCO works with a licensed contractor to provide construction training and oversee the construction process. At the end of the training period, participants receive a certificate, job placement assistance, and a letter of recommendation.

BUILD also provides unique benefits for the community, as it reduces the number of Lake County residents who are homeless and/or unemployed while increasing the inventory of available rental housing and the skilled construction labor force. The New Digs Housing Navigator conducts on-going outreach to landlords to identify potential homes in need of rehabilitation.

Since its inception in 2020, BUILD has increased the affordable housing inventory by remodeling or repairing uninhabitable rental properties, some of which have been adapted for multi-family occupancy. BUILD has also constructed small housing units, with each 190-sq foot house having its own HVAC system, two windows, and a locking door. *(These units are located at a site that has a bathroom, shower, outdoor kitchen area, and on-site property management).*

PROJECT OUTCOMES TO DATE

Since NCO began implementing BUILD, five cohorts totaling 15 participants have participated in the program, and 8 participants have graduated. Of the graduates, all but one has secured full-time work in the construction sector. BUILD has also increased Lake County's rental housing inventory. A total of 28 housing units have been constructed or improved by the program, and 33 families now have stable homes in these units.

PROJECT PARTNERS

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BUILD's success is due, in part, to strong relationships with community partners who have supported the project in a variety of ways. Partners include:

- Adventist Health Clear Lake;
- Bridges Construction;
- California Workforce Development Board;
- CareerPoint LAKE;
- Citizens Caring 4 Clearlake;
- Community Development Services (CDS);
- the Employment Development Department (EDD);
- Equus;
- Hope City;
- Hope Rising;
- Lake County Behavioral Health Services;
- Lake County Board of Supervisors;
- Lake County Continuum of Care;
- Lake County Department of Social Services;
- Scotts Valley Band of Pomo Indians;
- Woodland Community College; and
- Worship Central Middletown.

SCOPE OF WORK FOR THIS AGREEMENT

PROJECT GOAL, OBJECTIVES, OUTPUTS, AND OUTCOMES

The proposed expansion of the BUILD Project will continue to address housing shortages, the shortage of skilled construction workers, and the employment challenges of vulnerable individuals, with the goal of reducing both the number of Lake County residents who are homeless and the number of people who are unemployed.

Project results will be measured by:

- Number of training participants that complete training and receive certificates;
- Number of training participants that secure employment following their training;
- Number of participants and other vulnerable individuals that secure permanent housing during the course of the project; and
- Number of habitable houses added to the county's affordable housing inventory.

Project objectives, outputs, and outcomes to be achieved by the end of the project consist of the following:

- Up to 30 participants will participate in BUILD training, and at least 24 (80%) will graduate from the program.
- 100% of graduates will demonstrate hard and soft job skill acquisition, measured through a skills assessment conducted at the end of the training.
- 80% of graduates will secure employment.
- 100% of participants will be securely housed.
- At least 2 additional contractors will begin working with the program.

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- By the end of the project, at least 25 habitable homes will be added to the county inventory of affordable rental housing.

PROJECT COMPONENTS

BUILD Training

- The program will conduct 6 training cycles during the performance period of 24 months.
- Each training cycle will provide 300 hours of instruction over approximately 3 months to a cohort of 5 participants, of whom at least 4 will complete the program. If participants need additional training, they will be encouraged to participate for an additional 50 hours.
- Training will begin with an initial orientation focused on workplace safety and work etiquette. Topics covered will include work attire, jobsite dangers, handling hazardous conditions, sexual harassment, job placement opportunities, substance use policies, what to do in case of an injury, etc.
- Hard skill training will be overseen by licensed contractors. Having a licensed contractor as an instructor lends credibility to participants' experience when they are ready to find a job. The first two weeks of training will focus on safe demolition of uninhabitable buildings, including dealing with molds, asbestos, dry rot, leaking plumbing, and live electricity. On-going construction skills training will include light electrical, painting, flooring, window and toilet replacement, door installation, etc. Instruction will also be provided by the Project Coordinator, who will broaden his current construction experience by working with a Bridges crew for at least one month at the beginning of the funding period. Having a qualified instructor on staff will reduce the costs of working with contractors for activities that do not require a licensed contractor.
- Soft skill job instruction will be provided weekly by NCO staff, covering punctuality, resume development, on-the-job relationship and communication skills, etc. Participants will have the opportunity to practice their interview skills twice—at the beginning and again at the end of their training. This component also includes monthly presentations by potential employers.
- Each participant will receive a construction toolkit, transportation support (gas cards or bus passes) if needed, and a graduation gift that will be useful in their new profession, such as a power tool.
- Each student will receive on-going assessment and 1:1 guidance and, at the completion of the 300-hour training, each participant will receive a full report of the construction skillset they have mastered and a certificate of completion.
- Each participant will receive job placement support. NCO has secured job placement agreements with local employers who are willing and eager to hire BUILD graduates.

Construction Activities

- Each cohort will learn and practice basic construction skills by working on potential rental properties that are currently not habitable. Work may include flooring replacement, wall and window repairs, ADA adaptations, HVAC, landscape improvements, etc. Landlords often cover the cost of building materials for these improvements in exchange for the labor provided by the program and the landlord's agreement to rent to New Digs clients.

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- Subject to costs and funding availability, as a legacy project, each cohort will spend time working on construction of an ADU, with three to four such homes completed during the project period.
- Contractors will provide instruction and oversight of all activities requiring a permit.
- For each construction project, NCO will work with landlords to develop a funding package that braids funds from a variety of sources (e.g., grant funds, landlords, material discounts) to cover project costs.

PROJECT WORKPLAN

NCO will implement the project over a two-year period. A preliminary timeline is provided below.

MONTH	ACTIVITIES
Month 1	<ul style="list-style-type: none"> • Conduct outreach and recruitment of participants and landlords • Interview and hire participants • Identify landlords for initial construction projects • Develop training and construction schedule
Month 2-4 <i>Cohort 1</i>	<ul style="list-style-type: none"> • Deliver initial training and orientation to new participants • Deliver soft job skill training, including employer presentations • Provide on-the-job hard skill training, including 1:1 guidance • Subject to costs and funding availability, construct an ADU as legacy project
Month 5	<ul style="list-style-type: none"> • Provide job placement support to Cohort 1 graduates • Conduct outreach and recruitment of Cohort 2 participants • Interview and hire participants • Identify Cohort 2 construction projects • Develop Cohort 2 training and construction schedule
Month 6-8 <i>Cohort 2</i>	<ul style="list-style-type: none"> • Repeat training activities
Month 9	<ul style="list-style-type: none"> • Provide job placement support • Conduct recruitment and other preparatory activities
Month 10-12 <i>Cohort 3</i>	<ul style="list-style-type: none"> • Repeat training activities
Month 13	<ul style="list-style-type: none"> • Provide job placement support • Conduct recruitment and other preparatory activities
Month 14-16 <i>Cohort 4</i>	<ul style="list-style-type: none"> • Repeat training activities
Month 17	<ul style="list-style-type: none"> • Provide job placement support • Conduct recruitment and other preparatory activities
Month 18-20 <i>Cohort 5</i>	<ul style="list-style-type: none"> • Repeat training activities
Month 19	<ul style="list-style-type: none"> • Provide job placement support • Conduct recruitment and other preparatory activities
Month 20-22 <i>Cohort 6</i>	<ul style="list-style-type: none"> • Repeat training activities
Month 23-24	<ul style="list-style-type: none"> • Provide job placement support • Conduct recruitment and other preparatory activities

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Please see Exhibit “B” – Fiscal Provisions for project budget information.

As alluded in the “Background” section above, is further understood property owners benefitting from improvements will agree to provide affordable housing for a period commensurate to the level of investment facilitated through the BUILD Project. For detailed information, see Exhibit D, (*incorporated herein, by reference*). The rubric of total project costs and years of commitment to provide affordable housing is as follows:

- <\$2500 = 1 year;
- \$2500-\$5000 = 2 years;
- \$5000-\$7500 = 3 years;
- \$7500-\$10000 = 4 years; and
- >10k = 5 years

2. REPORTING REQUIREMENTS. Contractor shall submit quarterly reports in a format approved by County by the 10th of the month following the report period, and shall include descriptions of funds obligated- and expended-to-date, for contract and project monitoring purposes. Updates on project progress will be provided to the Board of Supervisors on request. A final report will likewise be provided, in a format approved by the County.

3. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. COUNTY RESPONSIBILITIES. The County of Lake will provide the following supports, to promote project success:

- 4.1 Appropriate staffing/coordination related to regular BUILD Project meetings convened by NCO, and timely response to related communications such as may be needed to advance the BUILD Project within the performance period.
- 4.2 Timely processing of each \$200,000 tranche of funds, as described in Exhibit B.
- 4.3 County Code Enforcement staff will work with NCO to identify vacant residences slated for red-tagging. Where appropriate, as determined through NCO’s BUILD Project vetting process, and in coordination with County Code Enforcement officials, as needed, renovating these homes will provide BUILD students access to additional learning opportunities, and repairs made will halt the red-tagging process, instead making home legally habitable and available for rent.

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Please note, this intention should in no way be interpreted as a guarantee homes so identified will be appropriate for inclusion in the BUILD Project, and in no way alters content or applicability of relevant building codes and associated penalties for non-compliance.

- 4.4 Assistance with outreach, promotion and program referrals, as mutually determined appropriate by the parties to this Agreement (*i.e. the County and NCO, Inc.*).

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EXHIBIT “B” – FISCAL PROVISIONS

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. INVOICES.

Funds shall be released to the Contractor (NCO, Inc.) in four (4) two hundred thousand dollar (\$200,000) tranches, in accordance with the below-described process. As noted in Exhibit A (*page 8, bottom*), quarterly reports are expected to include descriptions of funds obligated- and expended-to-date, for contract and project monitoring purposes.

2.1 Contractor’s invoices shall be submitted in arrears once the preceding tranche is 85% expended, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make an initial payment of two hundred thousand dollars (\$200,000.00), within 20 business days of execution of this Agreement by all parties and submittal of an initial invoice by the Contractor, for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided.

2.3 Upon demonstration by the Contractor the initial tranche of two hundred thousand dollars (\$200,000.00) has been 85% expended, the County shall make a subsequent payment of two hundred thousand dollars (\$200,000.00) within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.4 The process described in 2.3 shall be repeated for tranches three and four, each of which will be two hundred thousand dollars (\$200,000.00).

2.5 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed

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listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. **BUDGET.** Project Budget shall be as described below. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County.

PROJECT BUDGET

Budget Line	Cost Breakdown	Cost
Personnel (salaries include 3% annual increase)	Project Director: 10% FTE @ \$87,360 annual salary = \$17,734 Coordinator: 100 FTE @ \$60,320 annual salary = \$122,450 Housing Navigator: 25% FTE @ \$52,000 annual salary = \$26,390 Project Assistant: 50% FTE @ \$45,760 annual salary = \$46,446 Fringe Benefits @ 30% = \$63,906	\$276,926
BUILD Project Operation Costs	Local travel: 200 miles/month @ \$0.585/mile = \$2,808 Marketing, outreach, and recruitment @ \$500/year = \$1,000 Professional development @ \$250/year = \$500 Office supplies @ \$100/month = \$2,400 Office occupancy and storage @ \$500/month = \$12,000 IT support @ \$100/month = \$2,400 Communication @ \$110/month = \$2,640 Training supplies @ approx. \$55/participant x 30 = \$1,671 Participant incentives: \$350/participant x 30 = \$10,500 Participant wages: \$16/hour + 15% fringe x 300 hours/participant x 5 participants/cohort x 6 cohorts = \$165,600	\$201,519
Construction Costs	<i>Note that construction costs will also be drawn from landlords and other sources, in addition to grant funds.</i> ADUs: approx. \$60,000 each Rental renovations: approx. \$5,500/cohort x 6 cohorts Contractor: \$85/hour	\$255,500
Indirect costs	9% of \$733,945 in total direct costs = \$66,055	\$66,055
	TOTAL	\$800,000

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EXHIBIT “C” – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

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5. INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

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9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure

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of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

AGREEMENT TO PROVIDE FUNDING IN SUPPORT OF THE BUILD PROGRAM, FACILITATED BY NORTH COAST OPPORTUNITIES, INC

17. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. PUBLIC RECORDS ACT. Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.