

**AGREEMENT BETWEEN THE COUNTY OF LAKE AND COMMUNITY DEVELOPMENT SERVICES  
TO PROVIDE GENERAL ADMINISTRATIVE SERVICES FOR THE COUNTY'S COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Community Development Services (CDS), 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 Exhibits A, B, C and D, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on the date the Board of Supervisors approves it, and shall terminate three (3) years later, 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 TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000).

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 thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, or the failure of CDBG to approve General Administration funds sufficient to fund this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

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 Carol J. Huchingson, County Administrative Officer.

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

County of Lake  
Administrative Office  
255 N. Forbes St.  
Lakeport, CA 95453  
Attn: Carol J. Huchingson

Community Development Services  
3895 Main Street  
Kelseyville, CA 95451  
Attn: Jeff Lucas

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

Exhibit A – Scope of Services  
Exhibit B – Fiscal Provisions  
Exhibit C – Compliance Provisions  
Exhibit D – Federal Terms and Conditions  
Exhibit E – Proposed Annual Budget

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 Lakeport, California on \_\_\_\_\_.

COUNTY OF LAKE

COMMUNITY DEVELOPMENT SERVICES

\_\_\_\_\_  
CHAIR, Board of Supervisors

\_\_\_\_\_  
By: Jeff Lucas

ATTEST:  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT "A" – SCOPE OF SERVICES

### 1. CONTRACTOR RESPONSIBILITIES.

Contractor will, pursuant to his proposal, complete the following tasks in response to the scope of services requested pursuant to the Request for Proposals:

1. *Although the County does not currently have approved business and housing loan RLFs (revolving loan funds), the Department of Social Services Housing Department is handling the collection activities for all past housing loans. We have no outstanding business loans. The Consultant will need to monitor the Department's monthly loan repayment reports and assist County staff in managing local CDBG program income including, but not limited to: 1) adopting new reuse plan as needed; 2) complete required reports; 3) update citizen participation file as needed; 4) ensure CDBG assets are preserved and repaid; and 5) prepare for State CDBG monitoring visits.*

Community Development Services will check in with the County Department of Social Services housing program on a monthly basis regarding individual payments being made for the past housing programs and review the cumulative reports. CDS can assist Department staff as needed with collecting late payments or assisting with other functions related to existing housing loans. We will prepare new Program Income Reuse Plans as needed according to County interests regarding the generation and uses of program income as well as HCD modifications in program income reuse policies and procedures. CDS will complete the necessary program income reports, for final administrative staff approval and signatures, as well as the public notifications and presentations to the Board of Supervisors in close cooperation with County administrative staff. CDS will work with Department staff and administrative staff to prepare and organize the many public notice, grant management, fiscal, and other program related documents that HCD requires we keep for day to day reference and monitoring visits. The better we keep our files organized and in compliance with the multiple HCD/CDBG requirements as outlined in the CDBG Grant Management Manual on a day to day basis, the better prepared we will be for the monitoring visits. In addition, in order to facilitate continued eligibility for CDBG funding on behalf of the County, we are suggesting that we assist other departments or districts periodically, who are engaged in CDBG activities, with meeting CDBG program requirements at the direction of County administrative staff.

2. *Assist County staff in application preparation for future CDBG funding proposals under Notice of Funding Availability, as released by CDBG.*

CDS will review the NOFAs that HCD provides for changes, attend the NOFA workshops, communicate with County staff regarding any HCD changes in policy or procedure, help determine eligible projects and programs that are likely to be funded, prepare the grant application noticing documents, the grant narratives, based on Board and administrative staff direction, prepare the grant budgets, assist with the NEPA process for each project when relevant, package the grant applications, and submit the applications to HCD. We will also provide follow up work with each grant application as needed to the time of approval.

3. *Assist County staff in preparation of general and special conditions and other requirements for proceeding with project and program implementation related to current and future grants awarded to County.*

CDS will begin work with the HCD contract management staff and County staff to provide the documentation needed to meet the special and general condition requirements of each grant agreement as soon as the grant agreement is received by the County. Our goal will be to complete these conditions to the satisfaction of HCD well within the 90-day requirement in order to begin the implementation of the new CDBG program or project in a timely manner.

4. *Assist County staff in completing all required CDBG reports for open grant contracts, including fund requests and grant closeout documents.*

In order to minimize the reporting burden of the CDBG program as managed by the State HCD, we recommend that the County keep the number of programs and projects at a minimum level of two projects or programs per grant. Many small projects will generate more administrative headaches than is reasonable, while two projects or programs will meet the NOFA requirements, and keep the administrative reporting at a manageable level. CDS will prepare the startup/completions reports, annual performance reports, and close out documentation for each open grant as needed.

5. *Ensure proper citizen participation files are in place for all open CDBG grants, prepare for State CDBG monitoring visits with County staff to ensure CDBG compliance documentation is on file at the County for all open grant contracts.*

CDS will prepare the citizen participation documents according the CDBG Grant Management Manual requirements. We can organize these documents sequentially, identify them, and place them in a public access binder. Our goal will be to update these binders on a monthly basis, and keep them all together for ease of access. We will need to learn from the County the process for reimbursement, expense documentation, and how we can assist with organizing the fiscal documents for future CDBG monitoring as well as day to reference purposes.

6. *Notify County staff of changes in applicable federal and state requirements related to CDBG funds.*

We need to stay in contact with HCD staff to understand what we can expect from them in the future. We will work on behalf of the County to keep up with any federal or state changes in the CDBG program on an ongoing basis. CDS is currently reviewing the HCD/CDBG SB 106 Response to the State Legislature Report to determine what changes are being recommended at the State level to improve the program.

We have maintained a good working relationship with HCD staff in order to learn about program changes and prepare for them. As we learn of new interpretations in policies, procedures, regulations, or forms, we will inform the County. As part of the updating process,

and for general communication and reporting purposes, we are suggesting a monthly meeting between County staff and CDS to give us the opportunity to inform the County in person of grant progress, problems, changes, new funding, or other related information on a regular basis. These meeting would average about a half hour per month.

7. *Other CDBG Economic Development on-call duties, as may be necessary, but which cannot be specified in advance so as to reasonably assure the successful implementation of the program and compliance with applicable regulations and policies promulgated by the State Department of Housing and Community Development Department. These activities may include writing and/or processing Over-The-Counter grant applications approved by HCD for economic development projects, attending HCD program workshops to ensure knowledge of the most current guidelines, research, report writing, grant application writing, market surveys and other duties as requested.*

The most recent CDBG Disaster Relief grant applications CDS worked on for the County were managed under the Over the Counter program, which provides a mechanism for submitting applications when a project is ready rather than on an annual NOFA cycle. We have a great deal of experience and success with this process and work well with the HCD staff assigned to the OTC program. CDS staff will attend the NOFA workshops and other relevant CDBG workshops and report the outcomes of these workshops to County staff. CDS will be on call for OTC opportunities should they arise.

8. *Provide training to County staff on maintenance and upkeep of program related projects, forms, applications, handouts, submittal process and any other tasks related to program administration.*

CDS can provide training on program upkeep, forms, applications, procedures, policies, fiscal management, and other matters related to the CDBG program as requested by County staff. These trainings can be one on one with CDS staff or in mini workshops depending on what works best for the County.

9. *The Contractor will perform such other duties as may be necessary to reasonably assure successful access to CDBG funds and implementation of CDBG programs.*

Things come up that need attention that are not specifically defined in the scope of work of a contract for services but are relevant to the success of the work at hand. CDS will perform these other such duties that arise as required by the County.

**2. 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.

**3. COUNTY RESPONSIBILITIES.**

3.1 County shall pay Contractor an amount not to exceed TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000) over a three (3) year period to provide General Administrative Services, as described in the scope of work referenced above. The estimated annual cost will be approximately SEVENTY THOUSAND DOLLARS (\$70,000). Said amount shall be charged at the hourly rate schedule attached hereto from consultant's proposal, and shall include travel and miscellaneous expenses that shall be itemized in consultant's monthly billing.

**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.**

2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, 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 payment 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.

**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 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. EXPENDITURE OF FUNDS.**

4.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

4.2 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.

#### **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).

**5. INDEMNIFICATION AND HOLD HARMLESS.**

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

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 10 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.

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 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 Agreed 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.

**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.

## EXHIBIT D

### **FEDERAL TERMS AND CONDITIONS FOR CDBG CONTRACTS**

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

#### **AFFIRMATIVE ACTION:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). COUNTY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses are encouraged to apply.

#### **SECTION 3:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

#### **NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**EQUAL OPPORTUNITY:**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs ( 1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase

order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, of unemployment insurance, disability insurance, workers' compensation insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

**COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

**REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:**

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

**REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:**

The County, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent to the contract.

**COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:**

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

**D/MBE/WBE IMPLEMENTATION GUIDELINES:**

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.



2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested sub bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

**AUDIT, RETENTION AND INSPECTION OF RECORDS:**

The Contractor agrees that the County, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the County, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the County all original records and related documentation.

## **EXHIBIT E**

### **PROPOSED ANNUAL BUDGET**

The cost estimates provided are based on the anticipated workload for a one-year period given the goals of the County of Lake to complete the processing of the current CDBG/DR funding application in the amount of \$5,597,737, with an administrative allocation of \$390,540. The costs estimates are also based on the goal of the County to prepare and submit a CDBG funding application during the next CDBG/NOFA cycle to begin in May 2019. The County will also require that the consultant maintain and prepare proper reporting for, and use of, CDBG Program Income during the term of the agreement.

The CDBG/DR funding application has been submitted to HCD and the NEPA review process has been completed locally. HCD staff is working with County representatives to complete all the eligibility criteria and use of funds documentation necessary for the approval of the funding application. The grant general and special conditions will then need to be met, and as the construction phase approaches, the preliminary pre-construction documents must be prepared and approved by HCD, Davis Bacon requirements must be met, and the ongoing monitoring of the labor requirements and use of funds will need to occur. These tasks will primarily be done by the consultant, in close coordination with HCD, County staff, the State Drinking Water Resources Division, and the Cobb Area Water District.

The County intends to update and re-submit an application in the approximate amount of \$1,000,000 for the purpose of making improvements to the Lower Lake Water District main pipelines to improve water quality and improve fire suppression capacity in the low/mod neighborhoods served by the district. The County will rely on the consultant to prepare the application and complete all processes necessary to submit the application, response to HCD/CDBG requirements regarding general and special conditions should it be approved, manage the preconstruction and ongoing construction Davis Bacon requirements, track the use of funds, report the use of funds, and perform other related administrative tasks related to that project.

The County is also considering applying for funds for code enforcement in the approximate amount of \$2,000,000 in order to address blighted conditions in cooperation with broader efforts to provide fire safe communities. This activity is also labor intensive, with the consultant assisting the County with setting up the CDBG procedures so as to work in coordination with other existing County activities.

The hourly rate of the consultant, Community Development Services, is \$125 which is inclusive of all expenses incurred by the consultant. Expenses such as travel, reproduction of documents, administrative support, insurance, or other indirect costs, are included in the hourly rate. The hourly rate is within the norm for reasonableness within the regional market for this type of service. The total annual costs will not exceed \$70,000 based on the cost estimates per activity provided as follows:

1) Assist with housing loans & program income requirements	40 hrs	\$5,000
2) NOFA applications, as required	120 hrs	\$15,000
3) General and special conditions, as required	40 hrs	\$5,000
4) Assist in completing all reports and required documents	80 hrs	\$10,000
5) Ensure citizen participation files are in place and up to date	30 hrs	\$3,750
6) Notify county of changes in rules and regulations	20 hrs	\$2,500
7) Economic Development duties	72 hrs	\$9,000
8) Meet/train County Staff	48 hrs	\$6,000
9) Davis Bacon reporting, site visits	100 hrs	\$12,500
10) Other duties as needed	10 hrs	\$1,250
<b>Total hours as \$125/hour</b>	<b>560 hrs</b>	<b>\$70,000</b>

The hourly rate of the consultant, Community Development Services, is \$125 which is inclusive of all expenses incurred by the consultant. Expenses such as travel, reproduction of documents, administrative support, insurance, or other indirect costs, are included in the hourly rate. The hourly rate is within the norm for reasonableness within the regional market for this type of service. The total annual costs will not exceed \$70,000 based on the cost estimates per activity provided in the chart below.

