



LASSEN COUNTY

Health and Social Services Department

■ HSS Administration

1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8128

□ Grants & Loans Division

1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-2683

□ Behavioral Health

555 Hospital Lane
Susanville, CA 96130
(530) 251-8108 / 8112
Chestnut Annex
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112

□ Patients' Rights Advocate

1616 Chestnut Street
Susanville, CA 96130
(530) 251-8322

□ Public Health

1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183

□ Environmental Health

1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183

□ Public Guardian

720-A Richmond Road
Susanville, CA 96130
(530) 251-8337

□ Community Social Services

Lassen WORKS
P. O. Box 1359
720 Richmond Road
Susanville, CA 96130
(530) 251-8152
Business & Career Network
1616 Chestnut Street
Susanville, CA 96130
(530) 257-5057
Child & Family Services
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8277
Adult Services
720 Richmond Road
Susanville, CA 96130
(530) 251-8158

□ HSS Fiscal

P. O. Box 1180
Susanville, CA 96130

Date: November 3, 2017

To: Aaron Albaugh, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health & Social Services

Subject: Service Agreement with Alliance for Workforce Development, Inc. to provide a Microenterprise Technical Assistance Program

Background:

The agreement with Alliance for Workforce Development, Inc. will provide a Microenterprise Technical Assistance Program. The Program will assist eligible individuals to be more successful in their efforts to create businesses or expand existing businesses. The Program will provide a variety of services including but not limited to one-on-one business counseling, financial and legal counseling, and business plan development. Business counseling may include classes on topics such as managing employees and payroll, collection of accounts payable, and marketing. This Program is designed to develop sustainable and financially stronger businesses, facilitate our microenterprise businesses in creating jobs and generating income, and investing in our local economics while attracting and retaining needed community goods and services.

Fiscal Impact:

There is no impact to County General Funds. Costs are covered by Community Development Block Grant funds.

Action Requested:

1) Approve the Agreement, and 2) authorize the County Administrative Officer to execute the agreement.



AGREEMENT BETWEEN COUNTY OF LASSEN

AND

ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and ALLIANCE FOR WORKFORCE DEVELOPMENT, INC., a California non-profit corporation, with a principal place of business at P.O. Box 3750, Quincy, California 95971, (hereinafter "CONTRACTOR").

WHEREAS, COUNTY has applied for and received funds from the State of California's Department of Housing and Community Development (Department), State Community Development Block Grant (CDBG) Program originating from the United States government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, for the Microenterprise Programs; and

WHEREAS, COUNTY has a need for technical assistance services for the Microenterprise Program;

WHEREAS, CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of October 1, 2017, through September 30, 2020.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

County Initials

Page 1

Contractor Initials



COUNTY shall:

- 4.1 Provide program consultation and technical assistance to CONTRACTOR.
- 4.2 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- 4.5 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Barbara Longo, Director, County of Lassen's Health and Social Services Department, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Traci Holt, Executive Director, Alliance for Workforce Development, is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A	Services
Attachment B	Payment
Attachment C	Additional Provisions
Attachment D	General Provisions
Attachment E	14-CDBG-9891 Standard Agreement
Attachment F	Federal Debarment Status and Proof of Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.



CONTRACTOR

Alliance for Workforce Development, Inc.

Dated: 9/18/17

By: 

Traci Holt
Executive Director

COUNTY

County of Lassen

Dated: _____

By: _____

Richard Egan
County Administrative Officer

APPROVED AS TO FORM:

Dated: 9/6/17

By: 

for Robert Burns
Lassen County Counsel

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF LASSEN AND ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

CONTRACTOR is responsible for operating the Community Development Block Grant (CDBG) Microenterprise Technical Assistance (TA) Program under COUNTY'S grant contract 14-CDBG-9891 and any future CDBG grants. CONTRACTOR shall comply with all terms and conditions as outlined in State of California Standard Agreement 14-CDBG-9891 which is attached hereto as Attachment "G" and incorporated by this reference, and with the terms and conditions of this agreement.

CONTRACTOR will actively solicit and recruit microenterprise businesses in compliance with all Federal, State and local rules and regulations governing these funds and in a manner satisfactory to COUNTY in accordance with the Program's adopted guidelines which are attached hereto as Attachment "E" and incorporated by this reference. All persons or business owners participating under this program must first be verified as income eligible using procedures and current publications provided by HUD. In addition, all existing businesses participating in this program must first be documented as having five or fewer employees, including owners. All eligible microentrepreneurs will be documented as both low income and having five or fewer employees before receiving any services paid for with CDBG funds.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. Technical Assistance Services for the Microenterprise Technical Assistance Program.

A.1.1.1. *Marketing the Program:* CONTRACTOR will target market to low-to moderate-income existing businesses and individuals wanting to start a business. Creating and distributing program flyers, newsletters, and press releases to market the microenterprise services and creating and maintaining a website.

A.1.1.2. *Assistance Provided:* CONTRACTOR will provide in-depth, customized one-on-one counseling where needed to help businesses reach a new level of growth and stability. Design, produce and facilitate a series of workshops and trainings to develop access for participating businesses to greater markets for their products and services, including expert presentations and on-going trainings. Screen for income eligibility, collect data on participants, assess business readiness, and generate development plans.

Utilize a format encouraging networking and mentoring among participant business owners so participants learn from each other and form useful



alliances. Provide access to the training programs throughout Lassen County. Work cooperatively with other contractors and agencies to deliver services in a way to best serve the client.

A.1.1.3. *Client Tracking and Program Evaluation:* CONTRACTOR will track and monitor all activities of participants. Report to COUNTY on a quarterly basis on the number of participants served, those beginning and completing the trainings, cost, training topics, business status, income screening verification, jobs created/retained, and success stories. Any additional reporting information required by the CDBG Program will be distributed CONTRACTOR for proper tracking.

A.1.1.4. *Maintenance of records:* CONTRACTOR will maintain sufficient records to fully document the activities and track progress of clients. All such project records will be maintained according to the general requirements of 24 CFR 570.506 on retention of records. Project files with all documentation listed above will be provided to COUNTY for permanent storage and availability for monitoring.

A.1.1.5. *Applicant Confidentiality:* CONTRACTOR shall not disclose any of the businesses personal confidential information. Financial information supplied by the applicant, including but not limited to business operating statements, tax information, personal and business financial information, and similar data are considered to be confidential. All confidential information of businesses will only be disclosed to persons required.

A.1.2. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards as stated above. Substandard performance as determined by COUNTY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by CONTRACTOR within a reasonable period of time after being notified by COUNTY, contract suspension or termination procedures will be initiated.

END OF ATTACHMENT "A"

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF LASSEN AND ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1. BASE CONTRACT FEE. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. The total cost of this Agreement shall not exceed \$129,367.00, unless written authorization is issued by COUNTY.

B.2. BUDGET FOR MICROENTERPRISE TECHNICAL ASSISTANCE SERVICES WITH ESTIMATED HOURS AND STAFF SALARIES.

B.2.1. Microenterprise Financial Assistance Program

CONTRACTOR shall expend grant funds only in support of the approved activities contained in this Agreement not to exceed the following amounts for 14-CDBG-9891:

\$129,367.00 (18C) Microenterprise Technical Assistance

B.2.2. Staff Salaries, Material and Travel Costs:

The following staff positions will be utilized to conduct the technical assistance services. COUNTY will use these rates to confirm proper monthly billing of services under this agreement.

<u>Staff Positions</u>	<u>Hourly Rate</u>
Executive Staff	\$105.00
Fiscal and Administrative Staff	\$65.00
Business Service Staff	\$85.00
CPA	\$150.00
Business Consultant	\$150.00

B.2.3. Indirect Costs

COUNTY may require a more detailed budget breakdown than the one contained herein, and CONTRACTOR shall provide such supplementary budget information in a timely fashion in the form and content prescribed by COUNTY. Any amendments to the budget must be approved in writing by both COUNTY and CONTRACTOR.

B.3. PAYMENT. CONTRACTOR shall submit to COUNTY within fifteen (15) days after the end of each calendar month an invoice of services rendered. COUNTY shall make payment within 30 days of receipt of CONTRACTOR's correct and approved invoice.

____ County Initials

Attachment B, Page 6

Contractor Initials



CONTRACTOR shall submit invoice to:

County of Lassen
Health and Social Services Department
Grants and Loans Division
336 Alexander Avenue
Susanville, CA 96130

B.4. AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY.

END OF ATTACHMENT "B"



ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF LASSEN AND ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.

ADDITIONAL PROVISIONS

C.1. EQUAL OPPORTUNITY STANDARD CONTRACT LANGUAGE.

C.1.1. The Civil Rights, HCD, and Age Discrimination Acts Assurances. During the performance of this Agreement, the CONTRACTOR assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

C.1.2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

C.1.2.1. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

C.1.2.2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C.1.2.3. The COUNTY will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C.1.2.4. The COUNTY will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the COUNTY or CONTRACTOR or subcontractor is in violation of regulations



issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the COUNTY or CONTRACTOR or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C.1.2.5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the COUNTY, its successors, and assigns. Failure to fulfill these requirements shall subject the COUNTY, CONTRACTOR and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C.1.3. State Nondiscrimination Clause:

C.1.3.1. During the performance of this contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract 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.

C.1.3.2. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

"CONTRACTOR hereby agrees to abide by the requirement of executive order 11246 and all implement regulations of the Department of Labor."

C.2. ADDITIONAL CERTIFICATION, CLAUSES, AND PROVISIONS

C.2.1. Lead-Based Paint. The activity performed with assistance provided under the contract are subject to lead-based paint hazard regulations contained in Title 8 and Title 17 of the CCR and 24 CFR Part 35. Any assistance provided under this contract shall be made subject to the provision for the elimination or mitigation of lead-based paint hazards under these Regulations. The County shall be responsible for the notifications, inspection, and clearance certifications required under these Regulations.

C.2.2. Compliance with State and Federal Laws and Regulations.

C.2.2.1. CONTRACTOR agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to contractors or subcontractors, and the grant activity, and any other State provisions as set forth in these attachments.

C.2.2.2. CONTRACTOR agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the grant activity, and with any other Federal provisions as set forth in these attachments.

C.2.3. Anti-Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

C.2.3.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

C.2.3.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

C.2.4. Bonus or Commission Prohibition Against Payments Of. The assistance provided under this contract or subcontract shall not be used in the payment of any bonus or commission for the purpose of:

C.2.4.1. Obtaining the State's approval of the application for such assistance, or

C.2.4.2. The State's approval of the applications for additional assistance, or

C.2.4.3. Any other approval or concurrence of the State required under this contract or subcontract, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other



such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

- C.2.5. Conflict Of Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.
- C.2.6. Labor Code/Workers' Compensation. CONTRACTOR and subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and contractor and subcontractor affirms to comply with such provisions before commencing the performance of the activity(ies) of the contract. (Labor Code section 3700).
- C.2.7. National Labor Relations Board Certification. If CONTRACTOR is receiving federal funds under this contract, CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code Section 10296).
- C.2.8. Suspension or Termination for Poor Performance. In accordance with 24 CFR 85.43, the COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
- C.2.8.1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - C.2.8.2. Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
 - C.2.8.3. Ineffective or improper use of funds provided under this Agreement; or - Submission by CONTRACTOR to COUNTY reports that are incorrect or incomplete in any material respect.

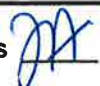
In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either COUNTY or CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made; COUNTY may terminate the award in its entirety.

- C.2.9. Records. CONTRACTOR agrees to retain all books, records, accounts, documentation, and all other materials relevant to the agreement for a period of five (5) years from date of termination of the agreement, or five (5) years from the conclusion of any and all audits or litigation relevant to the agreement and any amendments, whichever is later.



C.2.10. Audits and Inspections. CONTRACTOR agrees to permit the State and Federal government, the Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

END OF ATTACHMENT "C"



ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF LASSEN AND ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.

GENERAL PROVISIONS

- D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.5.1. CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
- D.5.2. CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- D.5.3. CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.5.4. CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
- D.5.5. The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
- D.5.6. The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
- D.5.7. COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.



D.5.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.5.9. CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2. LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3. CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4. TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5. INSURANCE.

D.5.1. Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the following coverages:

D.5.1.1. Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2. Comprehensive automobile liability insurance with minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.3. Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2. The limits of insurance herein shall not limit the liability of the CONTRACTOR



hereunder.

- D.5.3. In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
- D.5.4. The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.
- D.5.5. The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.
- D.5.6. Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Lassen's Health and Social Services Department
Grants and Loans Division
1445 Paul Bunyan Road
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

- D.5.7. CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- D.5.8. COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.
- D.5.9. Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

- D.6. INDEMNITY.** COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- D.7. CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8. ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9. PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10. STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.
- D.11. POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12. TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.13. TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by



giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1. CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.2. COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One hundred twenty nine thousand three hundred sixty-seven dollars (\$129,367.00). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.3. CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14. OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15. WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16. COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17. SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this

County Initials

Attachment D, Page 17

Contractor Initials



Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

- D.18. ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19. MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20. CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21. DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22. TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24. MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25. COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26. OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27. PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is



held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28. VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

D.29. CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30. CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33. CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34. CONFLICT OF INTEREST.

D.34.1. Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2. Advisement. CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3. Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2. CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

- D.35. NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
- D.36. JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.37. TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).
- D.38. NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY": Barbara Longo, Director
County of Lassen's Department of Health and Social Services
336 Alexander Avenue
Susanville, CA 96130

If to "CONTRACTOR": Traci Holt, Executive Director
Alliance for Workforce Development, Inc.
PO Box 3750
Quincy, CA 95971

END OF ATTACHMENT "D"



ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF LASSEN
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

14-CDBG-9891 STANDARD AGREEMENT

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
14-CDBG-9891
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
County of Lassen
2. The term of this Agreement is: **Upon HCD Approval through 10/31/2019**
3. The maximum amount of this Agreement is: **\$2,000,000.00**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	9
Exhibit B - Set-Up/Completion and Payment Provisions	4
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - CDBG Terms and Conditions	17
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0
	0

TOTAL NUMBER OF PAGES ATTACHED: 31 pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of
General Service
Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

County of Lassen

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard Egan, County Administrative Officer

ADDRESS
1445 Paul Bunyan Road
707 Nevada Street, Suite 4, Susanville, CA 96130

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Lindy Suggs, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave, Sacramento, CA 95833

x Exempt per: SCM 4.04.A.3 (DGS
Memo dated 6/12/81)

JUL 27 2015

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the Federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or "the Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I and the California State CDBG Regulations, pursuant to 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG - Community Development Block Grant Program. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the CDBG Grantee applied, the representations contained in the CDBG Grantee's application (the "Application") for this funding allocation, which is incorporated herein, as set forth, by reference, and the requirements of the authorities cited above. Any changes made to the Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Eligible Activities

Grantee will only use funds under this Agreement for eligible CDBG activities as authorized under Section 105(a) of Title I of the Housing and Community Development Act of 1974, as amended (hereinafter "HCDA" or "The Act") and Federal Regulations 24 CFR Part 570.482.

3. Meeting National Objectives

Eligible activities under this Agreement must be documented as meeting one of the three (3) CDBG National Objectives, authorized under The Act.

Upon completion of each eligible Program and/or Project activity funded by this Agreement, the Grantee must document that each activity met a National Objective as outlined in Exhibit D, Section 5 of this Agreement (National Objectives) by the expiration of this Agreement. In accordance with Exhibit D, Section 9 of this Agreement (Non-Performance), if an activity does not meet a CDBG National Objective, the Grantee must repay to the Department all of the CDBG funds for that one activity, including activity delivery (AD) funds.

EXHIBIT A

4. Public Benefit Standards for Economic Development (ED)

Per 24 CFR 570.482(f),(g) and 570.483(b)(4)(F), the Grantee is responsible to demonstrate fulfillment of the public benefit standards for all CDBG ED activities under Sections 105(a)(2),(14) and (17) of The Act. The use of public benefit standards is mandatory.

When CDBG funds are provided directly to a for-profit business, or are provided to the Grantee for an ED infrastructure public facility project, public benefit is generally met through the creation or retention of permanent full-time equivalent job positions.

When CDBG funds are provided to a business that provides goods or services within an area that is predominately low-income, public benefit is generally met by documenting that the CDBG assistance does not exceed \$350 per low- or moderate-income person(s) (LMI) in the identified service area.

5. Scope of Work/Contract Amount

- A. The Grantee shall perform the funded activities described in Scope of Work (Work), including applicable National Objectives as represented in the Application, which is on file with the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Suite 500, Sacramento, California, 95833 and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified below. Unless amended, the Department shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.
- C. The grant activity(ies) shall principally benefit LMI or low- and moderate-income households(s) (LMH), and as described in the Application, and shall consist of:
 - 1) Provide assistance for a Microenterprise Technical Assistance Program to benefit approximately 16 low-income, microenterprise business owners (five or fewer employees) whose primary residence is within the unincorporated County of Lassen.
 - 2) Provide assistance for a Housing Rehabilitation Program to benefit approximately eight owner-occupied and one renter-occupied, low-income households located within the unincorporated County of Lassen.

EXHIBIT A

- 3) Provide assistance for a Microenterprise Loan Assistance Program to provide approximately four loans to microenterprise business owners (five or fewer employees) whose primary residence is within the unincorporated County of Lassen.
- 4) Provide assistance to make improvements to the Leavitt Lake Community Service District's sewage ponds, levees, and lift station to benefit 258 households within an unincorporated area of the County of Lassen.

Budget

Activity Matrix Code	Activity Description	National Objective Code	Amount
03J	Water/Sewer Improvements	LMA	\$747,508
03JD	Activity Delivery - Water/Sewer Improvements	LMA	\$89,701
14A	Rehabilitation: Single-Family Residential	LMH	\$469,025
14H	Activity Delivery - Rehabilitation: Single-Family Residential	LMH	\$89,115
18C	ED Microenterprise Loans/Grants	LMC	\$291,955
18CD	Activity Delivery - ED Microenterprise Loans/Grants	LMC	\$43,794
18C	ED Microenterprise Technical Assistance	LMC	\$129,367
21A	General Program Administration	None	\$139,535
Total:			\$2,000,000

Supplemental/Program Income (PI) Activities

Activity Matrix Code	Activity Description	National Objective Code
There are no supplemental activities.		

EXHIBIT A

6. Other Funding Sources

- A. Other Funding Sources - The CDBG Grantee shall report on the value of other contributions included as leverage for each project activity via the Project Set-Up/Completion Report. The Project Set-Up/Completion Report is the report which conveys the information needed to establish a project-specific account in the Federal Integrated Disbursement and Information System (IDIS). It is also the report that is used to convey any changes to the project-specific account, and report the final project-specific information for IDIS.
- B. Match (Planning and Technical Assistance Grants (PTA) only) - The cash match that the Grantee has committed to a PTA activity as required by Health and Safety Code 50833 and 25 CCR 7058(a)(5) must be expended prior to requesting reimbursement from PTA grant funds. The Grantee will report the expenditure of match funds on the Project Set-Up/Completion Report. Program Income (PI) cannot be used as cash match.

Amount of required match for PTA grant: \$.00

7. Program Income

- A. General Requirements - Pursuant to the definition of PI found at 24 CFR 570.489(e)(2), repayments of assets generated from use of CDBG funds received by the Grantee from the Department are PI. These repayments of loans, lease payments, and proceeds of asset sales will be deposited into one of three separate local PI accounts depending on what activity generated the PI.

- 1) The three separate PI accounts are:
 - a) General PI (which, if less than \$35,000 and is received within one fiscal year may be defederalized);
 - b) Housing (1-4 units) Revolving Loan Fund (RLF); and
 - c) ED RLF.
- 2) Once the Grantee has a Department approved Housing (1-4 units) RLF or ED RLF, any PI received that was generated by the associated RLF activity must be deposited into that RLF.

This means PI received for Housing (1-4 units) activities must be deposited into the Housing RLF, and any ED PI received must be deposited into the ED RLF.

Note: *PI and each RLF must be in separate interest bearing accounts.*

- 3) If the Department has not approved a RLF, the Grantee must deposit all CDBG PI payments into a single interest bearing PI account.

EXHIBIT A

- 4) If repayment comes from a loan or asset that was originally paid with CDBG and non-CDBG funds, the PI accounting and reporting must reflect the correct proportions and amounts, based on the CDBG and non-CDBG funds invested in the asset. Only the CDBG PI portion of the repayment is deposited into the CDBG PI or RLF account.
- 5) In order to spend PI, a Grantee must either have an active contract (a contract where the expenditure deadline has not passed), or a Department approved PI Reuse Agreement (Reuse Agreement) dated July 2014 or later.

- B. PI and RLF Monies for Active Grant Contract Activities: All PI on hand must always be expended on active contract activities prior to requesting contract funds from the Department.

If the Grantee has a Department approved RLF as well as an active contract that includes funding for the same RLF activity, the RLF funds on hand must be expended before requesting contract activity funds reimbursement from the Department.

- C. PI General Administration (PI GA) for Grant Administration Costs (up to allowable limits): A Grantee is allowed to use up to seventeen percent (17%) of all PI received for eligible GA costs. Since all PI must be expended first (before requesting reimbursement from contract funds), GA funds cannot be held and set aside to be used for PI GA costs as they are incurred. All PI must be spent on CDBG eligible costs before the next funds request may be submitted.

Thus, the Grantee must track an accounting of the 17% GA received and all GA expenditures. However, the PI GA allowance only applies to PI received that is not generated by RLF activities.

RLF payments are not eligible for PI GA calculations.

PI GA funds cannot be used for planning studies; planning studies can only be funded under awarded grant contracts. See the PI Chapter of the Grant Management Manual (GMM) for further details on eligible PI GA activities under this Agreement.

- D. PI for an Approved RLF Activity: The two eligible RLFs and their corresponding definitions, as permitted by the Reuse Agreement, are:

- 1) Housing RLF - Eligible housing activities under this RLF include:
 - a) Housing Rehabilitation - Single Unit Residence Program for owner and/or tenant occupied properties - Matrix Code 14A.
 - b) Housing Rehabilitation - 2 to 4 Units Program for tenant occupied properties - Matrix Code 14B.
 - c) Housing Acquisition - Single Family Program for homebuyer assistance - Matrix Code 13.

EXHIBIT A

2) ED RLF

Eligible ED activities under this RLF include:

- a) Business Assistance Program (direct financial assistance to a for-profit business) - Matrix Code 18A.
- b) Microenterprise Financial Assistance (loans) - Matrix Code 18C.

Written Department approval must be received before incurring any costs associated with any RLF activities. All approved RLF projects must be reported to the Department via the applicable Project Set-Up/Completion Reports.

Any PI that a Grantee expends on RLF activities becomes RLF funds and must be included in the RLF when repayment is received.

E. Grantees Leaving or Entering the State Non-Entitlement Program: Grantees must certify adherence to all State CDBG PI/RLF procedures when leaving or entering the State CDBG Program, including:

1) 24 CFR 570.489(e)(3)(iii) Transfer of PI to Entitlement Program:

A Grantee that either is an entitlement communities or is part of an urban agreement, or a Grantee that becomes an entitlement community or joins an urban agreement, has the following PI and RLF options:

PI not associated with a RLF:

- a) A Grantee must certify they will be reporting the State PI and activity into the Entitlement Programs process, including receipting CDBG proceeds and disbursements into IDIS; or,
- b) Return all State CDBG PI, including the amount of PI on hand at the time the HUD agreement is fully executed and any future PI generated by State CDBG funding to the Department, until all such State CDBG PI has been returned.

PI in an approved RLF:

Entitlement jurisdictions and those who are part of an urban agreement may keep their RLF(s) and monies within an RLF as long as the following is met:

- a) The entitlement/urban agreement jurisdiction has a Reuse Agreement signed by the Department and the City/County Authorized Representative.
- b) The entitlement/urban agreement jurisdiction will operate the RLF in compliance with the Department's RLF rules into the future.

EXHIBIT A

- c) The entitlement/urban agreement jurisdiction will need to report on all expenditures, and accounting of RLF(s) as required by the Department.
- d) The entitlement/urban agreement jurisdiction will have loan servicing and asset management policies and procedures defined and in place, pursuant to the Department's Asset and Real Property Management chapter in the GMM.

2) 24 CFR 570.489(e)(3)(iv) Transfer of PI of Grantees Losing Entitlement Status:

Entitlement PI and PI generated by State CDBG funds cannot be comingled.

Within 90 days of leaving the Entitlement Program to join the State CDBG Program, the authorized representative for any jurisdiction that has lost or has relinquished its entitlement status must submit a letter to the Department certifying that the jurisdiction will either:

- a) Repay or retain PI generated under entitlement grants and continue to comply with the Entitlement Program requirements for PI, including reporting it into IDIS or to the urban county; or
- b) Retain the PI, identify the total PI and RLF on hand and loan portfolio balances to be transferred to the State CDBG Program and agree that the jurisdiction will comply with all of the State's rules for PI and RLF by executing a Reuse Agreement and obtaining the Department's approval for any RLFs.

8. Term of Agreement and Deadlines

With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity(ies) on or before the termination date set forth on the front page of this Agreement.

A. All Program funds shall be expended by: 10/31/2017

B. All Final Funds Requests shall be submitted within 60 days of expenditure deadline

C. This Agreement will expire on: 10/31/2019

The total amount of funds drawn during the entire contract term must be for actual and reasonable costs incurred, according to the United States Office of Management and Budget Circular for Audits of States and Local Government (OMB) Circulars A-87 and A-122, and documentation must be maintained in the Grantee's contract file.

EXHIBIT A

9. Line Item Adjustments

Line item adjustments may be made in accordance with the following:

- A. The Department may approve a request from the Grantee to reallocate funds between the authorized activities and itemized amounts stated in Section 5 of this exhibit. Any changes of the total grant amount between activity categories or line items during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval. Due to the differences in AD percentages associated with different activities, they too will need to be adjusted accordingly.
- B. If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.
- C. In the event the required use of PI leaves this contract with unspent funds, the jurisdiction may roll unused funds to a Supplemental Activity as applied for in the Application provided that:
 - 1) The Supplemental Activity may be completed using the available funding in this Agreement.
 - 2) The Supplemental Activity must be completed prior to the expenditure deadline of this Agreement.
 - 3) All Supplemental Activity General and Special Conditions must be cleared prior to the expenditure of any CDBG funding on the activity.
 - 4) If no Supplemental Activities were included in the Application, any unspent contract funds will be disencumbered at the end of the contract term.

10. AD Cost Limitations

Refer to the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

EXHIBIT A

11. State Contract Coordinator

The State Contract Coordinator for this Agreement for the Department is the CDBG Program Manager, Division of Financial Assistance, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent first class mail, unless otherwise informed, to the State Contract Coordinator at the following address:

Contract Coordinator, CDBG
Division of Financial Assistance, Suite 500
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054

12. Contract Administrator

The Grantee's Contract Administrator (must be a grantee employee) for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by first class mail, unless otherwise informed, to the following address:

Grantee: County of Lassen
Name: Melody Brawley
Title: Director, Health and Social Services Department
Address: 1445 Paul Bunyan Road, Susanville, 96130
Phone: (530) 251-8309
E-Mail: mbrawley@co.lassen.ca.us

EXHIBIT B

SET-UP/COMPLETION AND PAYMENT PROVISIONS

1. Definitions

A. "Activity" means one of the following HUD eligible activities as per Housing and Community Development Act (HCDA) 105(a):

- 1) Business Financial Assistance (Section 105(a)(17))
- 2) Microenterprise Assistance (Section 105(a)(22))
- 3) Acquisition (Section 105(a)(1))
- 4) Homeownership (Section 105(a)(24))
- 5) Housing Rehabilitation (Section 105(a)(4))
- 6) Public Improvements (Section 105(a)(2))
- 7) Public Facilities (Section 105(a)(2) and (5))
- 8) Code Enforcement (Section 105(a)(3))
- 9) Public Services (Section 105(a)(8))
- 10) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))

Each Activity must meet a National Objective, pursuant to 24 CFR 570.483, to be considered eligible.

B. "Activity Delivery" (AD) means "related soft costs." The Grantee may expend up to the indicated AD as identified in Exhibit A, Section 10 and the NOFA that is associated with this Agreement or any relevant CDBG Management Memo. CDBG funds for AD cannot be drawn down unless CDBG activity costs have previously been drawn down or are being drawn down on the same funds request. If the activity is not completed (no accomplishments), and a Project Completion Report for the full amount drawn down is not filed, all CDBG funds, including AD must be repaid to the Department.

C. "General Administration" refers to eligible administrative expenses as provided in Sections 105(a)(13) of The Act [42 USC 5305(a)(12).]

D. "Funds Disbursement" refers to the forms and processes required to request the draw down of CDBG funds (funds requests must be a minimum of \$1,000).

E. "Program" means an activity that is available to eligible participants within a defined service area and is not restricted to a specific physical address at the time the Application is submitted.

EXHIBIT B

- F. "Project" means the CDBG assistance provided at a specific physical address within an eligible activity.
- G. "Project Set-Up" refers to the forms and processes required to reserve funds associated to address specific Projects or Programs for CDBG funds in IDIS.
- H. "Project Completion" refers to the form and processes required to report a Project or Program as "complete." The Project Completion Report must be submitted to the Department with, or prior to, the final funds disbursement request. If the Activity is not completed and a Project Completion Report for the full amount drawn is not filed, all CDBG activity and activity delivery funds for the Program or Project must be repaid to the Department.

2. General Conditions Set-Up Requirements

The Grantee shall submit the following for the Department's approval, prior to Project or Program Set-Up:

- A. The "General Conditions Set-Up Checklist" for each funded activity, on a form provided by the Department, and any required supporting documentation.
- B. Any other documents, certifications, or evidence deemed necessary by the Department prior to Project Set-Up.

3. Individual Project or Activity Set-Up/Completion Requirements

The CDBG Grantee shall submit the following documentation to the Department:

- A. Project or Activity Set-Up Report for each individual project or for the activity (for example, Public Services) should there be no actual address.
- B. Any other documents, certifications, or evidence deemed necessary by the Department prior to Project or Program Set-Up and Completion Report.

4. Expenditure of Funds

A. General Administration

Costs for general administration may neither be incurred nor funds expended until execution of this Agreement by the Department unless the Grantee has received prior written approval from the Department. If such approval is desired before execution of this Agreement by the Department, the Grantee shall make the request for approval in writing, but the Grantee will expend these funds at its own risk.

EXHIBIT B

B. Program Implementation and AD

Costs for program implementation and AD may neither be incurred nor funds expended until the Grantee has received written approval from the Department.

C. Compliance with the Federal Office of Management and Budget (OMB) Circular A-133

Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the OMB Circular A-133, until such compliance is demonstrated.

D. Grant Administration

The Grantee agrees to administer this Agreement in accordance with the provisions of Section 7097 through and including Section 7126 of Title 25 of the CCR.

5. Method of Payment

The Grantee shall submit all forms to the Contract Coordinator specified in Exhibit A, Section 11, or to any other address of which the Grantee has been notified in writing. The Department shall not authorize payments unless it has determined the grant activity(ies) have been performed in compliance with the terms of this Agreement. Funds requests must be for a minimum of \$1,000.

A. Reimbursements

- 1) All PI on hand must be expended prior to requesting grant funds from the Department.
- 2) To receive reimbursement for grant activities, the Grantee shall submit all Department required forms. Reimbursement funds requests shall include the level of documentation specified by the Department.

B. Advances

- 1) The Grantee must receive prior written approval from the Department before submitting an advance request.

C. Final Payment Requests

- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted within sixty (60) days of the expenditure deadline of this Agreement.
- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the expenditure deadline of this Agreement.

EXHIBIT B

- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the expenditure deadline of this Agreement must be accounted for and returned. Funds shall be returned in accordance with the current State CDBG GMM. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for activity costs expended during the term of this Agreement has not been received by the Department by the draw down deadline, the Department shall disencumber any funds remaining and grant funds will no longer be available for the Grantee.

6. Grant Closing Requirements

- A. The Grantee must submit the following within ninety (90) days after the Agreement's expiration date:
 - 1) All Set-Up and Completion Reports must have been received and approved by the Department;
 - 2) The Closeout Certification Letter;
 - 3) Financial Activity Closeout Summary (FACS);
 - 4) Agreement Closeout Report;
 - 5) Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement; and
 - 6) Evidence of a properly noticed public hearing that was conducted in front of the governing body to notify the public of accomplishments funded by the grant.

EXHIBIT D

CDBG TERMS AND CONDITIONS

1. Effective Date and Commencement of Work

This Agreement is effective upon approval by the Department.

- A. The Grantee cannot incur any costs until the execution of the contract unless prior written approval has been given by CDBG management.
- B. For certain activities, the Grantee must receive the Authority to Use Grant Funds from the Department prior to the commitment and/or commencement of work.
- C. A Grantee cannot be reimbursed for any costs until the Department has issued written clearance of all general conditions requirements.

2. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days written notice to the Grantee. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal Fiscal Year. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. If Congress does not appropriate sufficient funds for the program, the Department may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving fourteen (14) days written notice to the Grantee.

3. Termination for Convenience and Enforcement

- A. Except as provided in 24 CFR 85.43, awards may be terminated in whole or in part only as follows:
 - 1) The Department with the consent of the Grantee or Subgrantee in which case the two parties shall agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

EXHIBIT D

- 2) By the Grantee or Subgrantee upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either 24 CFR 85.43 or paragraph (A) of this Section.
- B. Enforcement for noncompliance may include the following remedies if a Grantee or Subgrantee materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances.
- 1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Subgrantee or more severe enforcement action by the awarding agency.
 - 2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - 3) Wholly or partly suspend or terminate the current award for the Grantee's or Subgrantee's program.
 - 4) Withhold further awards for the program.
 - 5) Take other remedies that may be legally available.
 - a) Hearings, appeals. In taking an enforcement action, the awarding agency will provide the Grantee or Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Subgrantee is entitled under any statute or regulation applicable to the action involved.
 - b) Effects of suspension and termination. Costs of Grantee or Subgrantee resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:
 1. The costs resulting from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of suspension or termination; and, in the case of a termination, are noncancellable, and,

EXHIBIT D

2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes place.

- c) Relationship to debarment and suspension. The enforcement remedies identified in this Section, including suspension and termination, do not preclude a Grantee or Subgrantee from being subject to 2 CFR part 2424. CDBG funds may not be provided to excluded or disqualified persons per 24 CFR 570.489(i).

4. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

5. National Objectives

All grant activities performed under this Agreement must be eligible and must meet one of the National Objectives of the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, Section 104(b)(3), as amended and 24 CFR Part 570.483.

- A. Primarily benefits HUD defined low- or moderate-income person(s) (LMI) or households (LMH). The term low- or moderate-income limits are defined as being no more than 80% of the median area income on a county level, annually determined by HUD, per 24 CFR, Part 570.483(b); and/or,
- B. Elimination of Slum or Blight (on a spot or area basis) is an eligible CDBG National Objective. Slum and Blight's definition is found in 24 CFR, Part 570.483(c). The use of Slum or Blight requires prior Departmental written approval.
- C. Meeting an Urgent Need is an eligible CDBG National Objective under 24 CFR, Part 570.483(d). This National Objective can only be used after formal release of public notice from the Department announcing the disaster event and requesting grantees impacted by the disaster to submit proposals by grantees describing how this National Objective is being met by eligible activities under this Agreement.

6. Public Benefit Standards for ED

Per 24 CFR 570.482(f), (g) and 570.483(b)(4)(F), the Grantee is responsible to demonstrate fulfillment of the public benefit standards for all CDBG ED activities under Sections 105(a)(2), (14) and (17) of The Act. The use of public benefit standards is mandatory.

EXHIBIT D

When CDBG funds are provided directly to a for-profit business, or are provided to the Grantee for an ED infrastructure public facility project, public benefit is generally met through the creation or retention of permanent full-time equivalent job positions.

When CDBG funds are provided to a business that provides goods or services within an area that is predominately LMI, public benefit is generally met by documenting that the CDBG assistance does not exceed \$350 per LMI in the identified service area.

These ED activities must also comply with CDBG's six (6) underwriting standards, per CFR, Part 570.482(e).

7. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. Uniform Administrative Requirements

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth in Section 570.502.

9. Non-Performance

In the event that the National Objective and/or Public Benefit requirements are not met, the Department may, in its sole discretion, impose any or all of the following remedies: recapture of part or all of the PI; reimbursement of part or all of the grant amount; and/or exclusion of the Grantee from further CDBG funding for a period of time to be determined by the Department.

Prior to closing out this Agreement, the Department shall review the actual National Objective and/or Public Benefit achievements of the Grantee.

10. Affirmatively Furthering Fair Housing

The Grantee will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

EXHIBIT D

11. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promotes fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.

EXHIBIT D

- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

EXHIBIT D

- P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3):

The Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing 24 CFR, Part 135. The responsibilities of the Grantee are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of this Part, and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in Section 135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.
- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.
- F. A Grantee which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

EXHIBIT D

13. Environmental Compliance

The Grantee shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Grantee. The level of compliance varies by activity. NEPA review must be completed by the Grantee for each activity and approved in writing by Department staff prior to incurring costs on the grant activity(ies).

14. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

15. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any assistance is carried out by the Grantee and assisted in whole or in part by funds allocated by CDBG. For projects where there will be temporary or permanent displacement, the Grantee must submit signed General Information Notices from each tenant who was residing in the project at the time of Application submittal.

16. Compliance with State and Federal Laws and Regulations

- A. The Grantee agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grantee, its Subgrantees, contractors or subcontractors, and the grant activity, as well as any other State provisions as set forth in Exhibits C.
- B. The Grantee agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other federal provisions as set forth.

17. Federal Labor Standards Provisions

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) The act prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

EXHIBIT D

- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the LC. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

19. Lead Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Grantee with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these regulations. The Grantee shall be responsible for the notifications, inspections, and clearance certifications required under these regulations.

EXHIBIT D

20. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.489(h), 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.

21. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. Anti-Job Pirating Certification

Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

23. Anti-Lobbying Certification

The Grantee shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

EXHIBIT D

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

25. Contractors and Subrecipients

- A. The Grantee shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
 - 1) Contractors are defined as program operators or construction contractors who are procured competitively.
 - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Grantee and any contractor or subrecipient shall require:
 - 1) Compliance with the applicable State and federal requirements described in this Agreement, which pertain to, among other things, labor standards, non discrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 - 2) Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.

EXHIBIT D

- 3) Maintenance, if so required by law, unemployment insurance, disability 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.
- 4) Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 11 of this Agreement.

C. Contractors shall:

- 1) Perform the grant activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
- 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HUD/HCD contract has been closed.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

E. Contractors and Subrecipients: Drug-Free Workplace Act of 1988

- 1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- 2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- 4) Notify the contracting or granting agency within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

EXHIBIT D

- 5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

26. Insurance

The Grantee shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit A.

27. Periodic Reporting Requirements

During the term of this Agreement, the Grantee must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Grantee's performance under this Agreement will be based in part on whether it has submitted the reports on a timely basis.

- A. Semi-Annual Financial and Accomplishment Report: Submit by January 31 and July 31.
- B. Annual Grantee Performance Report (GPR): Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- C. Annual Section 3 Reports: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- D. Annual Minority Owned Business/Women Owned Business (MBE/WBE) Report: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- E. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.

The Department reserves the right to request any other reports that may be necessary for the implementation of this Agreement.

28. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the grant. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Grantee's performance score on future applications.

EXHIBIT D

In determining appropriate monitoring for each grant, the Department shall consider prior grant administration, audit findings, as well as factors such as complexity of the project and the amount of funding. The Department shall determine the areas to be monitored, the number of monitoring visits, and their frequency. The monitoring will address program compliance with contract provisions, including to but not limited to National Objective, financial management, the requirements of HCDA, 24 CFR, Part 85, 24 CFR 570 Part I, and all applicable Federal overlay requirements.

29. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, State and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

30. Access

Access by the Grantee, the Subgrantee, the federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i)(10).

31. Audit/Retention and Inspection of Records

- A. The Grantee must have intact, auditable fiscal and program records at all times. If the Grantee is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Grantee will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Grantee will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Grantee's audit completion plan is subject to prior review and approval by the Department.

EXHIBIT D

- B. The Grantee agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Grantee agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, 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 Grantee further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Grantee that the HUD/HCD contract has been closed. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Grantee. Expenditures for grant activity(ies) not described in Exhibit A shall be deemed authorized if the performance of such grant activity(ies) is approved in writing by the Department prior to the commencement of such grant activity(ies).
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133, Grantee shall use the Federal Catalog number 14.228 for the State CDBG Program.
- F. Pursuant to OMB Circular A-133, the Grantee shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. Audit costs for this Agreement are a general administration expense and are subject to the general administration expenditure limits associated with this Agreement. The costs of the CDBG-related portion of the audit may be charged to the program in accordance with Public Law 98-502, OMB Circular A-133, and Section 7122 of Title 25 CCR.
- G. Notwithstanding the foregoing, the Department will not reimburse the Grantee for any audit cost incurred after the expenditure deadline of this Agreement.
 - 1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
 - 2) If there are audit findings, the Grantee must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Grantee in writing. If the Department is not in agreement, the Grantee will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.

EXHIBIT D

- 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
- 4) If so directed by the Department upon termination of this Agreement, the Grantee shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

32. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

33. Citizen Participation

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

34. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

EXHIBIT D

35. Procurement

The Grantee shall comply with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, local and federally recognized indian tribal governments.

36. Program Income

PI means gross income earned by the Grantee from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 85 - Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Grantee record receipt and expenditure of PI as part of the financial transactions of the grant activity(ies). Grantees are also subject to all provisions in Exhibit A, Item 7.

37. PI Reuse Agreement

The Grantee must adopt and submit the most current Reuse Agreement provided by the Department. The Reuse Agreement is not in effect until it has been executed by the Department.

38. Obligations of Grantee with Respect to Certain Third Party Relationships

The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

39. Energy Policy and Conservation Act

This Agreement is subject to 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).

EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

There are no special conditions for this Standard Agreement.

ATTACHMENT F

**AGREEMENT BETWEEN COUNTY OF LASSEN
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

FEDERAL DEBARMENT STATUS AND PROOF OF INSURANCE

SAM Search Results
List of records matching your search for :
Record Status: Active
Functional Area: Performance Information
Entity Name: Alliance For Workforce Development, Inc.
Classification: Firm

No Search Results