

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and SWCA Environmental Consultants, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for Community Wildfire Protection Plan (CWPP) planning services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Required Contract Provisions for CDBG-Funded Contracts
Exhibit F	SWCA Cost Proposal

Certain terms and provisions are required to be a part of this Agreement since COUNTY is utilizing federal funding to pay for the services of CONTRACTOR described in Exhibit "A". These terms and provisions are located in Exhibit "E" of this AGREEMENT and, for the purposes of this Agreement only, shall control and supersede any provisions to the contrary located in the body of the Agreement.

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through June 30, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed one hundred forty-eight thousand two hundred seventy-six (\$148,276) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

12/22/2023

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 Project Code DR306

Grant: ☒ Yes ☐ No

Grant No.: 17-MITPPS-21010

COUNTY OF MENDOCINO

By:

Maureen Mulheren

MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 01/23/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By:

Antle

Deputy

01/23/2024

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Clerk of said Board

By:

Antle

Deputy

01/23/2024

INSURANCE REVIEW:

By:

Darcie Antle

Risk Management

Date:

12/22/2023

CONTRACTOR/COMPANY NAME

By:

Jayden Peterson

Date: 08/28/2023

01/03/2023

NAME AND ADDRESS OF CONTRACTOR:

SWCA Environmental Consultants

6355 Riverside Blvd., Suite C

Sacramento, CA 95831

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By:

Christian M. Curtis

Deputy

Date:

12/22/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO or Designee

Deputy CEO or Designee

Date:

12/22/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section:

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.
- All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided

that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Xuyen Mallela

To CONTRACTOR: SWCA Environmental Consultants
6355 Riverside Boulevard, Suite C
Sacramento, CA 95831
Attn: Jayden Peterson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

- c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for Community Wildfire Protection planning services shall not exceed \$148,276 payment for services

provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON-APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at

no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

1. Task 1: Determine State, Nonprofit, Fire District, and County Department Partners

- a. CONTRACTOR will work with the County to identify the partners (Core Team) that will participate in all stages of the Community Wildfire Protection Plan (CWPP).
- b. The Core Team will be comprised of representatives from the County, local government, local fire departments, CAL FIRE, state and federal land management agencies, nonprofits, and others, as decided upon by County project leadership.
- c. The Core Team will serve as the advisory hub throughout the life of the project and will convene during planned Core Team Meetings. Core Team members will provide critical input during the planning process and contribute guidance on key project deliverables.
- d. CONTRACTOR will regularly communicate with Core Team members outside of meetings through calls and emails.
- e. *Task 1 Deliverables:* Stakeholder list

2. Task 2: Facilitate Meetings

- a. *Task 2a: Host Kick-Off Meeting*
 - i. CONTRACTOR will initiate the CWPP update by convening a virtual kick-off call with key County staff lasting up to 1 hour and with up to two CONTRACTOR employees in attendance. The County is expected to compile a list of invitees to the meeting.
 - ii. After the kick-off call, CONTRACTOR will host monthly virtual meetings with the County that will last a maximum of 30 minutes throughout the life of the project.
 - iii. *Task 2a Deliverables:* Meeting agenda and meeting minutes for the Kick-off Meeting
- b. *Task 2b: Host Core Team Meetings*
 - i. CONTRACTOR will facilitate three Core Team meetings (not including the kick-off meeting) lasting approximately 2 to 6 hours each.
 - ii. For all meetings, CONTRACTOR will be responsible for meeting coordination and scheduling, PowerPoints, agendas, meeting notes, and distributing notes with action items within 14 business days of the meeting.
 - iii. During the first Core Team meeting (Core Team Meeting No. 1), CONTRACTOR will facilitate an overview of the CWPP process, identify and establish Core Team expectations, identify goals and objectives of the CWPP, discuss the project schedule, and begin to document and discuss community hazards and concerns. Prior to the meeting, a survey regarding wildfire preparedness and priorities will be administered to the Core Team that will help guide discussions. This meeting will last up to 2 hours and be attended by up to two CONTRACTOR team members.
 - iv. The second meeting (Core Team Meeting No. 2) will be convened in person, as it will take the structure of a workshop and present the opportunity for interactive collaborative planning regarding development of risk reduction recommendations. This planning will be informed by the draft risk

assessment. The meeting may last up to 6 hours to accommodate sufficient input by stakeholders. Up to two CONTRACTOR team members will be in attendance.

- v. The third meeting (Core Team Meeting No. 3) will be convened following release of the draft document and provide all parties an opportunity to provide input on the draft CWPP deliverables. This meeting will last up to 2 hours and will be attended by up to two CONTRACTOR team members.
- vi. *Task 2b Deliverables:* Meeting agendas, minutes, and material for Core Team Meetings (presentation slides, sign-in sheets, recommendation tables, and mapping, if applicable).
- c. *Task 2c: Host Community Workshops/Events*
 - i. The goal of community outreach is to engage residents in the planning process, determine residents' perceptions of wildfire risk, identify risk reduction tools, and solicit feedback on proposed projects.
 - ii. CONTRACTOR will organize and facilitate two public meetings or community outreach events lasting 2 hours each with at least one to be conducted in-person and be used to gather initial input and comments from residents on the CWPP.
 - iii. *Task 2c Deliverables:* Developing up to two press releases for the CWPP and four concise social media posts to help promote public events.

3. Task 3: Assess Risk

- a. *Task 3a: Gather and Analyze Data*
 - i. CONTRACTOR to provide a detailed overview of all relevant fire management within the project area and bordering landscapes.
 - ii. CONTRACTOR to review the existing Mendocino County CWPP for relevant recommendations and facilitate the incorporation of these and novel ones into a comprehensive recommendation matrix. CONTRACTOR to use strategically placed landscape area treatments, fire sheds, or other strategic operational delineations and assessment levels for a comprehensive cross-boundary approach to wildfire and fuels management.
- b. *Task 3b: Establish Community Base Maps*
 - i. CONTRACTOR to review relevant baseline data and information and identify data gaps.
 - ii. CONTRACTOR to develop community base maps tailored to Mendocino County for the CWPP.
 - iii. *Task 3b Deliverables:* Community base maps
- c. *Task 3c: Desktop Risk-Hazard Assessment*
 - i. CONTRACTOR to identify and assign risk categories to communities based on the risk assessment, community input, and Core Team input.
 - ii. The CWPP will include sections that address the wildfire concerns facing Mendocino County. These sections will focus on the main components driving wildfire hazard: fuels, weather, and topography.
 - iii. Detailed descriptions and analysis of fire behavior elements will be included in the CWPP and provide County officials and stakeholders with a clear understanding of the wildfire situation in Mendocino County.
 - iv. Specialized action items and mitigation recommendations will be drafted and shared by the CONTRACTOR.
 - v. *Task 3c Deliverables:* Risk assessment maps and methodology

4. Task 4: Draft Updated Plan

- a. *Task 4a. Development of Priorities, Recommendations, and Action Plan*
 - i. CONTRACTOR to identify local priorities for mitigation strategies, to align with the National Cohesive Strategy to facilitate increased integration with national fire policy and funding.
 - 1. CONTRACTOR will collaboratively discuss local priorities for recommended fuels projects with the Core Team and the public.
 - 2. Treatment locations will be prioritized by the CONTRACTOR based on the wildfire risk to communities and essential infrastructure, as well as consideration of existing firebreaks, fuel conditions, historic fire and weather patterns, degree of readiness, estimated cost, and income level of affected communities.
 - 3. Recommendations for wildfire mitigation by the CONTRACTOR will not only be based on existing conditions but will also address potential future conditions by incorporating data on insects and diseases and by incorporating input from local agency specialists (CAL FIRE, USFS, etc.).
 - ii. CONTRACTOR to develop CWPP content to address post-fire recovery and rehabilitation measures. *Task 4a. Deliverables:* Project recommendation matrices.
- b. *Task 4b. Draft CWPP & Review*
 - i. CWPP Outline:
 - 1. The CWPP created by the CONTRACTOR will begin with an introduction to relevant background information and the wildland fire environment, risk assessment results.
 - 2. Following the risk assessment, the draft will include the recommendation matrices and several appendices.
 - 3. Appendices will include actions that homeowners can take to prepare before a wildfire and respond following a wildfire.
 - 4. The CWPP will include information on project monitoring, which will assist land managers in determining the effectiveness of the CWPP update and implemented projects. Monitoring protocols, including monitoring schedules, will be outlined for various project types, from fuels projects to public outreach and engagement.
 - ii. CONTRACTOR will prepare the draft Mendocino County CWPP update to submit to the Core Team for review and comment within approximately 14 months of notice-to-proceed (NTP).
 - iii. The draft will be submitted electronically to the Core Team using CONTRACTOR's SharePoint website to facilitate a collaborative review.
 - iv. A Core Team meeting will be held to gather feedback on the draft CWPP update and discuss revisions at the end of the 2-week Core Team review period.
 - v. After the Core Team review, CONTRACTOR will incorporate comments and invite the public to provide written comments on the draft CWPP update document during a 2-week public review period.
 - vi. *Task 4b Deliverables:* Draft CWPP

5. Task 5: Create Final Plan

- a. CONTRACTOR will develop a final CWPP incorporating the Core Team and public input on the draft plan collaborating with appropriate individuals and agencies to ensure the final CWPP meets requirements necessary for applying for state and

- federal fuel reduction and fire prevention grants and coordinate with the County to ensure that the CWPP meets the requirements necessary for it to be adopted.
- b. Upon completion of the press ready CWPP, CONTRACTOR will produce full electronic copies in both PDF and non-PDF formats.
 - c. The final CWPP will be submitted no later than 18 months following NTP by the CONTRACTOR.
 - d. *Task 5 Deliverables:* The Final CWPP update via email/SharePoint.
6. **Task 6: Project Management**
- a. CONTRACTOR will work with the County to guide the planning process and build consensus among team members.
 - b. CONTRACTOR will develop agendas for meetings, prepare progress reports, communicate any issues, clearly identify action items, and ensure the CWPP update is delivered within schedule and budget.
 - c. *Task 6 Deliverables:*
 - i. A CWPP update produced on schedule, within budget, and with excellent transparency and communication by CONTRACTOR.
 - ii. Monthly progress reports from CONTRACTOR and any other reports requested by County or State.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

County will pay CONTRACTOR as per the following instructions:

- 1) CONTRACTOR will be compensated per the rate in Exhibit F - SWCA Cost Proposal.
- 2) CONTRACTOR shall submit monthly invoices describing the tasks performed, the number of hours worked by each staff member, and total charges. Billing for services is expected to be completed within thirty (30) days of service provisions. Mendocino County agrees to pay all undisputed amounts due to Vendor within 45 calendar days from receipt of invoice.
- 3) Payments made under this Agreement shall not exceed \$148,276 for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general-_-vanity-_-sg01vn000r_epayablesvendors-_-na

[END OF EPAYABLES INFORMATION]

EXHIBIT E
REQUIRED CONTRACT PROVISIONS
for CDBG-Funded Contracts

Terms & Definitions

<u>Acronym</u>	<u>Meaning</u>
CDBG-MIT	Community Development Block Grant Mitigation Program
FEMA	Federal Emergency Management Agency
FEMA HMGP	FEMA Hazard Mitigation Grant Program
HCD	State of CA Department of Housing & Community Development
HCDA	Housing and Community Development Act of 1974, as amended
HUD	U.S. Department of Housing and Urban Development
MIT-PPS	CDBG-MIT Planning and Public Services
MNA	Mitigation Needs Assessment
NOFA	Notice of Funding Availability
UNM	Urgent Need Mitigation

Activity Costs: Direct costs from undertaking a project, which can be tied to a final Project and eligible activity.

Activity Delivery Costs (ADC): ADCs are allowable costs incurred for implementing and carrying out eligible CDBG activities. ADCs cover the costs of staff directly carrying out the activity in addition to engineering, design, architecture, and environmental services that are necessary for successful completion of the activity. ADCs must be allocable to a CDBG-assisted activity, meet a national objective, and meet all other CDBG program requirements.

Applicant: means any jurisdiction, Tribal Entity, or Nonprofit Organization that applies for funds pursuant to applicant eligibility section.

Application: A formal document used to assess eligibility and viability of an individual Project and includes identification and documentation of all funding sources, Authorizing Resolutions, and documentation showing Applicant's capacity for and compliance with state and federal regulations.

Area Median Income (AMI): means the median family income for specific geographic areas, adjusted for household size, as calculated by HUD, and published annually by HCD for the CDBG program at <https://www.hcd.ca.gov/grants-and-funding/income-limits>. For Tribal Entities, if the HUD AMI for the county located within the Tribal Entity's service area is lower than the United States Median, The Tribal Entity may use the United States median income limit as AMI.

Authorization to Use Grant Funds (AUGF): is the written notification from HCD to the Subrecipient, indicating that a specific Project has met HCD's prerequisites and authorizing the Subrecipient to expend CDBG funds on that specific Project.

Authorizing Resolution: is a formal resolution of the Subrecipient's highest authority, including but not limited to the city council or county board of supervisors, board of directors, tribal council or tribal leadership, authorizing the Subrecipient to accept CDBG funding and the responsibilities that attach, thereto, in general and authorizing persons performing specific roles to act on its behalf, including, but not limited to, being a signatory of the HCD Standard Agreement and other supporting documents.

Beneficiary: (Also "participant") The individuals that benefit from participation in a Project administered by a Subrecipient.

California Environmental Quality Act (CEQA): is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. For Tribal Applicants where the project is located on trust land, this requirement will not apply

Code of Federal Regulations (CFR): is the acronym used for the Code of Federal Regulations.

Contractor: Contractor means a procurement relationship between a non-Federal entity to obtain goods and services for its own use and the contractor as a provider in 2 CFR § 200.331. Contract is defined at 2 CFR § 200.1. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor meets at least one of the following:

- Provides the goods and services within normal business operations.
- Provides similar goods or services to many different purchasers.
- Normally operates in a competitive environment.
- Provides goods or services that are ancillary to the operation of the Federal program.
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

Cross-Cutting Federal Requirements: Federal regulations that apply to any project or program funded by federal money, including HUD funding. These federal requirements pertain to financial management, procurement, environmental, labor, acquisition, relocation, fair housing, and non-discrimination.

Davis-Bacon Wage Requirements: The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal or District of Columbia contracts or federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar Projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts. Contractors and subcontractors on Davis-Bacon Act prime contracts in excess of \$150,000, or related Act contracts in excess of \$100,000, are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay laborers and mechanics one and one-half times their basic rates of pay for all hours over 40 worked on a covered contract in a workweek. For Tribal Applicants

where the project is located on trust land, this requirement will not apply if the Tribal Entity has formally adopted through its tribal law a "Trially Determined Wage" and has provided HCD with 1) copy of the Tribal Resolution or Ordinance adopting the TDW and 2) the methodology at how it determined the wage. pursuant to 25 U.S.C. § 1000.16 (e).

Duplication of Benefits (DOB): Financial assistance received from another source that is provided for the same purpose as the CDBG funds. The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern or other entity from receiving financial assistance from CDBG Mitigation funding with respect to any part of the loss resulting from a major disaster as to which he/she has already received financial assistance under any other program or from insurance or any other sources. It is an amount determined by the program that may result in the reduction of an award value.

Environmental Review Record (ERR): A permanent set of files containing all documentation pertaining to the environmental review compliance procedures conducted and environmental clearance documents as required by CEQA and NEPA regulations. (See California Environmental Quality Act and National Environmental Policy Act).

Federal Emergency Management Agency (FEMA): An agency of the United States Department of Homeland Security. The agency's primary purpose is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.

FEMA Hazard Mitigation Grant Program (HMGP): FEMA HMGP Projects are those that result in protection to public or private property, have a beneficial impact upon the designated disaster area, whether or not located in the designated area, and meet the minimum Project criteria in 44 CFR Section 206.434(b).

Grantee: The term "grantee" or "subrecipient" refers to the County of Mendocino.

HUD-Identified MID Area (MID): Cities, counties or other jurisdictions or geography identified by HUD as most impacted and distressed areas based on analysis of FEMA and state data.

Jurisdiction: A local city, town, or county.

Low- and Moderate- Income (LMI): Low- and moderate-income people are those having incomes not more than the "moderate- income" level (80 percent Area Median Family Income) set by the federal government for the HUD-assisted Housing Programs. This income standard changes from year to year and varies by household size, county, and the metropolitan statistical area.

Minority- and/or Women-Owned Business Enterprise (M/WBE): A business that is owned and controlled (minimum of 51 percent ownership) by a member of a minority group, or women.

Mitigation: Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and

hardship, by lessening the impact of future disasters as defined in the Federal Register Notice (84 FR 45838, August 30, 2019).

Mitigation Needs Assessment: Analysis of historical data and institutional knowledge provided in state and local hazard mitigation plans and from prior disasters to determine risks of impacts for disasters to housing and infrastructure.

Most Impacted and Distressed (MID): An area that meets the definition of Most Impacted and Distressed set by HUD in the Federal Register Notice. For purposes of the unmet needs allocation, HUD has defined Most Impacted and Distressed as an area (county or zip code) that meets the following criteria:

- Individual Assistance/Individual and Households Program (IHP) designation. HUD has limited allocations to those disasters where FEMA had determined the damage was sufficient to declare the disaster as eligible to receive IHP funding.
- Concentrated damage. HUD has limited its estimate of serious unmet housing need to counties and zip codes with high levels of damage, collectively referred to as “most impacted areas”. For this allocation, HUD is defining most impacted areas as either most impacted counties—counties exceeding \$10 million in serious unmet housing needs—and most impacted zip codes—zip codes with \$2 million or more of serious unmet housing needs. The calculation of serious unmet housing needs is described below.
- Disasters meeting the most impacted threshold. Only 2018 disasters within the threshold are funded: a. One or more most impacted county, and/or b. An aggregate of most impacted zip codes of \$10 million or greater than was declared by the President to be a major disaster area under the Stafford Act for a disaster event occurring in 2018.

National Environmental Policy Act (NEPA): Establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that could significantly affect the environment.

Nonprofit Organization: means any entity incorporated under the Nonprofit Corporation Law (Division 2 (commencing with Section 5000) of Title 1 of the Corporations Code) or a nonprofit organization that qualifies for exempt status under Section 115 or 501(c) of the Internal Revenue Code and registered as a California business entity with the Secretary of State's Office. This includes a separate legal entity organized as a Nonprofit Organization by a non-federally recognized tribe (NFRT) to carry out tribal governance and operations on behalf of a Tribe, where the Nonprofit Organization has demonstrated to the satisfaction of HCD that it is controlled by the Applicant Tribal Entity. The Nonprofit Organization must be (1) organized by the NFRT for the purposes of carrying out the activities eligible under this Program; (2) wholly controlled by the NFRT; (3) all of which must be set forth and duly adopted Articles of Incorporation submitted to the California Secretary of State's office and (4) the mandatory bylaws filed with the Organization. All documentation listed in this section must be submitted to HCD at time of Application.

Over the Counter (OTC): Is the process in a NOFA of applying for funds for projects that does not use a competitive rating and ranking process to determine awards. In the OTC process, HCD continuously accepts and evaluates Applications until funds are exhausted.

Project: Project means any activity or series of activities undertaken by a Federal Agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding Agency guidelines pursuant to 49 CFR 24.2(a)(22)]

Request for Proposal (RFP): A procurement document designed to solicit proposals for services where cost is considered as a factor.

Request for Release of Funds (RROF): An environmental review term for a process used by Responsible Entities when requesting the release of funds and the authority to use such funds for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of local government and states. The approval of the RROF by HCD is required before environmental clearance may be provided to a recipient of CDBG funds.

Responsible Entity (RE): Means the agency receiving CDBG assistance. The Responsible Entity must complete the environmental review process. The RE is responsible for ensuring compliance with NEPA and the Federal laws and authorities, for issuing the public notification for submitting the request for release of funds and certification, when required, and for ensuring the Environmental Review Record (ERR) is complete, pursuant to 24 CFR Part 58.

Section 3: is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low-income residents in connection with Projects and activities in their neighborhoods.

Stafford Act: The Robert T. Stafford Disaster Assistance and Emergency Relief Act, PL 100-707 as amended by the Disaster Relief Act of 1974, PL 93-288. (Stafford Act).

Standard Agreement (SA): The contractual arrangement between HCD and the Subrecipient which sets forth the terms and conditions by which CDBG funds are utilized. The Standard Agreement allows for one Project to be completed under the agreement.

Uniform Relocation Act (URA): A federal law that establishes minimum standards for federally funded programs and Projects that require the acquisition of real property (real estate) or the displacement of persons from their homes, businesses, or farms.

U.S. Department of Housing and Urban Development (HUD): Federal department through which the CDBG funds are provided to HCD

1) General Provisions

- a) This project is funded wholly or in part by the State of California Community Development

Block Grant Program and is subject to both Federal and State regulatory requirements. The contractor and its sub-contractors agree to comply with all State and Federal laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the vender and any subcontractors. The vender further agrees to comply with all Federal laws and regulations applicable to the CDBG Program and with other Federal provisions as set forth below.

- b) These contract provisions shall apply to all work performed on the contract by the contractors own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- c) Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions for CDBG-Aided Contractor Contracts, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions for CDBG-Aided Contracts shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with these Required Contract Provisions for CDBG-Aided Contracts.
- d) The contractor and its sub-contractors shall perform the project in accordance with Federal, State and local housing and building codes as are applicable.
- e) All data and design and engineering work created under this Agreement shall be owned by the Subgrantee / owner of the subject property and shall not be subject to copyright protection. The rights to any invention which is developed during this Agreement shall be the property of the Subgrantee/subject property owner.
- f) The contractor and its sub-contractors shall maintain at least the minimum State- required Worker's Compensation Insurance for those employees who will perform the contract activity(ies) or any part of it.
- g) The contractor and its sub-contractors shall maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any sub-contractor in performing the project or any part of it.
- h) The contractor and its sub-contractors shall 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 or resolution of any and all audits or litigation relevant to the agreement and any amendments, whichever is later.
- i) The contractor and its sub-contractors shall permit the State, Federal government, the Bureau of State Audits, the Department of Housing and Community Development, the County of Mendocino 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.

2) Breach of Contract and Liquidated Damages

- a) The services outlined in the Scope of Work will be subject to the following penalties and liquidated damages:
 - i) **Penalties:** In the event Contractor is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the contract, the Grantee may impose sanctions.
 - ii) **Liquidated Damages:** The Grantee and the Contractor will agree on the timetable for the deliverable of each task outlined in the Scope of Work. Grantee and Contractor agree that calculation of actual damages due to a failure to meet performance standards outlined in the Scope of Work is unduly burdensome and difficult to calculate with accuracy, and, therefore, agree that the liquidated damages outlined below are a reasonable estimate of anticipated damages resulting from failure to meet performance standards, and shall not be assessed as a penalty for such failures.
- b) The Contractor shall pay to the Grantee, as liquidated damages, \$100 for each calendar day that a deliverable required is late until deemed in compliance, subject to a maximum of \$148,276.00. Said sum, in view of the difficulty of accurately ascertaining the loss which the Grantee will suffer by reason of delay in the completion of the work herein requested, is hereby fixed and agreed as the liquidated damages that Grantee will suffer by reason of such delay. Liquidated damages received are not intended to be, nor shall they be treated as, either a partial or full waiver or discharge of the Grantee's right to indemnification, or the Contractor's obligation to indemnify the Grantee, or to any other remedy provided for as a provision of the contract or law.
- c) Liquidated damages may be assessed at the sole discretion of the Grantee, depending on the degree of the infraction, length of delay, etc. The Grantee will apply and calculate such damages after a grace period of 15 days, subject to no more than 2 extensions, to cure said noncompliance or default. Any requests for extensions must be received in writing by the final day of the grace period or extension.
- d) The Grantee may deduct and retain out of any monies due to the Contractor the amount of any such liquidated damages; and in case the amount which may become due is less than the number of liquidated damages due to the Grantee, the Contractor shall be liable to pay the difference.

3) Termination for Cause & Convenience

- a) **Termination for Cause.** If either Party materially defaults in the performance of any of its duties or obligations under this Agreement, the Party in default either (1) must substantially cure the default within thirty (30) days after written notice is given to the defaulting Party specifying the default; or (2) with respect to those defaults which cannot reasonably be cured within thirty (30) days, must commence curing said default within thirty (30) days, proceed with all due diligence, and substantially cure the default within ninety (90) days. If the defaulting party is unable to do so, the Party not in default may, by giving written notice of termination to the defaulting Party, terminate this Agreement as of a date specified in the notice of termination (the "Termination Date"), such Termination Date being subsequent to the date of the notice of termination.
- b) **Termination for Convenience.** Either party may terminate this Agreement in its entirety for

convenience after providing the other party 30 days written notice in advance. Any or all finished or unfinished deliverables prepared by the Contractor under this Agreement shall, at the option of the Grantee, become the property of the Grantee.

4) Conflict of Interest

- a) No member, officer, or employee of the recipient, subrecipient, or its 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 any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

5) Non-Discrimination Clause

- a) The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.

6) Section 3 Clauses: The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance

- a) This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75.
 - i) This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
 - ii) The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons,

particularly persons who are recipients of HUD assistance for housing.

- iii) The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv) The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project: or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v) The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vii) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

7) Equal Opportunity

Federal Provisions - 41 CFR 60-1.4(b) Federally Assisted Construction Contracts.

- a) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:
- b) The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds

obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- c) During the performance of this contract, the contractor agrees as follows:
- i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without discrimination based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- ix) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- d) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- e) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- f) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

State Provisions - State Nondiscrimination Clause

- g) This section is applicable to all Contracts and Subcontracts.

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

8) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

- a) If subcontracts are to be let, Contractor must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9) Copeland "Anti-Kickback" Act (18 U.S.C. 874)

- a) The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the

United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

10) Prevailing Wages

- a) This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.
- b) This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is available online at <http://www.dir.ca.gov/dlsr/> or by contacting the Awarding Body for this contract.

11) State Labor Standard Provisions

- a) All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.
- b) All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.
- c) Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay. All primary contractors and subcontractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or subcontractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5).

12) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)

- a) Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - i) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the

individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- ii) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
- iii) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- iv) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

State of California Labor Code § 1810 and §1811

- b) Contractor and subcontractors shall comply with Labor Code §1810 and §1811 which stipulates that eight-hour labor constitutes a legal day's work, and §1812 which stipulates that the contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the contract. Failure to comply with these sections of the of the Labor Code will subject the contractors to penalty and forfeiture provisions of the Labor Code §1813.

13) Architectural Barriers Act and the Americans with Disabilities Act

- a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, people with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or

reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone (202) 708-2333 (voice) or (202) 708-1734 (TTY) (these are not toll-free numbers).

14) Section 504

- a) The Contractor will comply with Section 504: Rehabilitation Act of 1974, Executive Order 11063 and all other Federal Rules and Regulations. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of their disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives CDBG assistance.

15) Drug-Free Workplace

- a) Contactor, by signing this agreement, hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all Contracts and Subcontracts of \$100,000 or more.

16) Child Support Compliance Act

- a) Contractor acknowledges and agrees to the following:
 - i) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii) The Contractor, to the best of their knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17) Rights to Inventions

- a) **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- b) **Patent Rights.** The GRANTEE is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. GRANTEE is the owner of any invention or discovery that is produced during the time of this contract and related to the

project. At any time during the term of this Agreement, at the request of County, Contractor and/or sub-contractor shall deliver to County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photo statting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files, or combinations thereof.

c) ***Copyrights and rights in data.*** This section is applicable to all Contracts and Subcontracts. Definitions. As used in this clause—

- i) "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- ii) "Unlimited rights" means the rights of the GRANTEE to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others

18) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

- a) During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.
- b) In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:
 - i) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - ii) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
 - iii) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
 - iv) Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

19) Energy Efficiency

- a) The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- b) The Contractor is encouraged to implement green infrastructure policies to the extent practicable and is encouraged, where appropriate, to utilize construction methods that emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and reduction of hazard risk, including possible sea level rise, storm surge, and flooding. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, Resilience, and mitigating the impact of future disasters. Whenever feasible, Contractor should follow best practices such as those provided by the U.S. Department of Energy Home Energy Professionals: Professional Certifications and Standard Work Specifications.

20) Debarment and Suspension (Executive Orders 12549 and 12689)

- a) A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

21) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Federal Anti-Lobbying Restrictions

- a) United States Code §1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.
- b) If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.
- c) A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal shall constitute signature of the Certification.
- d) The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

- e) The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:
 - i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - iii) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

22) Procurement of Recovered Materials

- a) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23) Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), 24 CFR Part 42 and 24 CFR §570.606

- a) This Contract is subject to the requirements of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.) and HUD implementing regulations at 24 CFR Part 42 and 24 CFR §570.606. The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B. Subrecipient shall not undertake any of the work contemplated under this Contract if relocation is involved without first obtaining written approval from Agency. Subrecipient shall inform affected persons of the relocation assistance policies and procedures set forth in the regulations at 24 CFR Part 42 and 24 CFR §570.606.

24) Lead-Based Paint Poisoning Prevention Act

- a) Contractor shall carry out all work within the procedures established by the Grantee with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

25) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) In the performance of this Agreement, Contractor is prohibited from using covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Unless otherwise set forth in Public Law 115-232, section 889, The term "covered telecommunications equipment or services" means any of the following:
 - i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) The provisions in this section shall be included in all subcontracts.

26) Domestic Preferences for Procurements

- a) In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.
- b) For purposes of this section:
 - i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

27) Reports

- a) Quarterly Reports. No later than ten (10) days after the end of each Quarter, Participant shall submit the following quarterly reports on forms approved by the grantee:
 - i) **Performance Reports.** A report on the summary of the Program Services and activities

undertaken by Participant under this Agreement for the previous Quarter ("Performance Report"). The Performance Report shall, at a minimum, describe the status of the operation of the Program with respect to each Program Service required to be performed and met during that Quarter, progress toward achieving the Program-Specific Performance Measurements identified in the Program Performance Measurement Plan, costs incurred, funds remaining, a narrative explanation of problems, delays, or adverse conditions which impaired the ability of Participant to meet any obligations if any were not met, favorable developments which enabled Participant to satisfy obligations and meet objectives sooner or at less cost than anticipated or producing more beneficial results than planned, and any additional pertinent information related to contract performance.

- ii) **Client Characteristics.** A report on the number of clients served through the Program in the previous Quarter and on the characteristics of those clients with respect to gender, race, ethnicity, age, and family income, and any other basis for determining eligibility for participation in the Program.
- iii) **Program Income.** A report on the program income generated for the Quarter, if any. The report shall include a description of the expenditures of program income and a progress report for the activities funded by the program income if Participant is permitted to retain program income.
- iv) **Other Reports.** In addition to the reports referenced in this section, Participant shall, at such times and in such forms as required by HCD, prepare and submit to the grantee, such other reports concerning the performance of the Program Services, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement and compliance with CDBG Requirements, as grantee may reasonably require from time to time.

28) Recordkeeping Requirements

- a) Selected firm will keep adequate records and supporting documentation, which concern or reflect its services rendered under this agreement. Records subject to the provisions of California or local public records laws must be kept in accordance those laws, rules, or regulations.
- b) All records and documentation will be retained by selected firm until the Grantee has advised that records are no longer required to be stored. The Grantee or any duly authorized agents or representatives of the Grantee, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the post-agreement period noted above; provided, however such activity will be conducted only during normal business hours.
- c) Upon completion of or termination of this agreement, the selected firm may transfer, at no cost, to the Grantee all public records in possession of the selected firm related to the completion of the services rendered under this agreement and shall destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Grantee in a format that is compatible with the information technology systems of the Grantee.

29) Program Income

- a) Program Income is income to Subrecipient that is generated from the use of CDBG funds under this Contract. Program Income may include, without limitation, proceeds from the sale, rent or lease of real or personal property acquired with such CDBG funds, principal, and interest payments on loans of such CDBG funds, and interest earned on other Program Income. Subrecipient shall report receipt of all Program Income and return all Program Income to the Agency.

30) Reversion of Assets (Change of Use)

- a) Any real property under Subrecipient's control which was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either used to meet one of the national objectives in 24 CFR §570.483 for five years after completion of the Agency contract with the State, or disposed of in a manner that results in the Agency being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

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

Pursuant to HUD reporting requirements for CDBG recipients and subrecipients, all contractors and subcontractors must submit the following information to the County of Mendocino for annual CDBG reporting:

1. Is Consultant's business Women Owned? ☐ Yes ☐ No

A woman-owned business enterprise (WBE) is defined as a business that is at least 51% owned, operated and controlled on a daily basis by one or more (in combination) female American citizens.

2. Is Consultant's business a Section 3 Business? ☐ Yes ☐ No

Section 3 businesses are those that can provide evidence of meeting one of the following three criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire*; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

3. Consultant's Employer Identification Number: _____

4. Consultant's business Racial/Ethnic Code:

CODES:

- | | | |
|--|---|-----|
| 11-White | 16-American Indian/Alaskan Native & White | 17- |
| 12- Black/African American | Asian & White | |
| 13-Asian | 18- Black/African American & White | |
| 14-American Indian/Alaskan American | 19- American Indian/Alaskan Native & | |
| 15- Native Hawaiian/other Pacific Islander | Black/African Amer. | |
| | 20- Other Multi-Racial | |

5. Will any subcontractors be hired by consultant in order to accomplish the contract scope of work? ☐ Yes ☐ No

If YES, list known subcontractors: _____
(use additional page if needed)

If YES, a copy of this form must be provided to each subcontractor and submitted to the County of Mendocino within 10 days of contract/subcontract date.

Signed: _____
(Contractor Representative)

By: _____
(Print Name & Title)

Company name: _____

Date: _____

CONSULTANT'S/SUB-CONSULTANT'S
CERTIFICATION CONCERNING ANTI-LOBBYING

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

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 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;

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 the "Disclosure of Lobbying Activities" form in accordance with its instructions.

(Consultant/Sub-consultant)

By

Signature

Typed Name and Title

Date

DISCLOSURE OF LOBBYING ACTIVITIES
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

☐

- a. bid / offer / application
- b. initial award
- c. post-award

3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:

year quarter
 date of last report

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier____, if known

Congressional District, if known

6. Federal Department/ Agency:

8. Federal Action Number, if known:

10. a. Name and Address of Lobby Entity
 (If individual, last name, first name, MI)

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

9. Award Amount, if known:

b. Individuals Perform Services (including address if different from No. 10a)
 (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash

☐ b. in-kind; specify: nature____
 value____

13. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

- 16.** Information requested through this form is authorized:
 Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, county, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, county, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, county, State and zip code of the lobbying

11. entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. **Check the appropriate box(es). Check all boxes that apply. If other, specify nature.**
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CONSULTANT'S CERTIFICATION
CONCERNING CONFLICT OF
INTEREST

By submitting its proposal the consultant certifies as follows:

**I am aware and in compliance with the following provisions regarding
Conflict of Interest of Consultants:**

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

Pursuant to 24 CFR 570.611, no member, officer, or employee of the County, or its designees or agents, no member of the governing body of the locality in which the project 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.

2. 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.

Signed _____
(Consultant)

By _____
Print Name and Title

Date: _____

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

{BEFORE COMPLETING THIS CERT/FICATION, READ INSTRUCTIONS BELOW}

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant Number:

Name of Participant: _____

Address of Participant:

Name and Title of Authorized Representative: _____
Signature Date

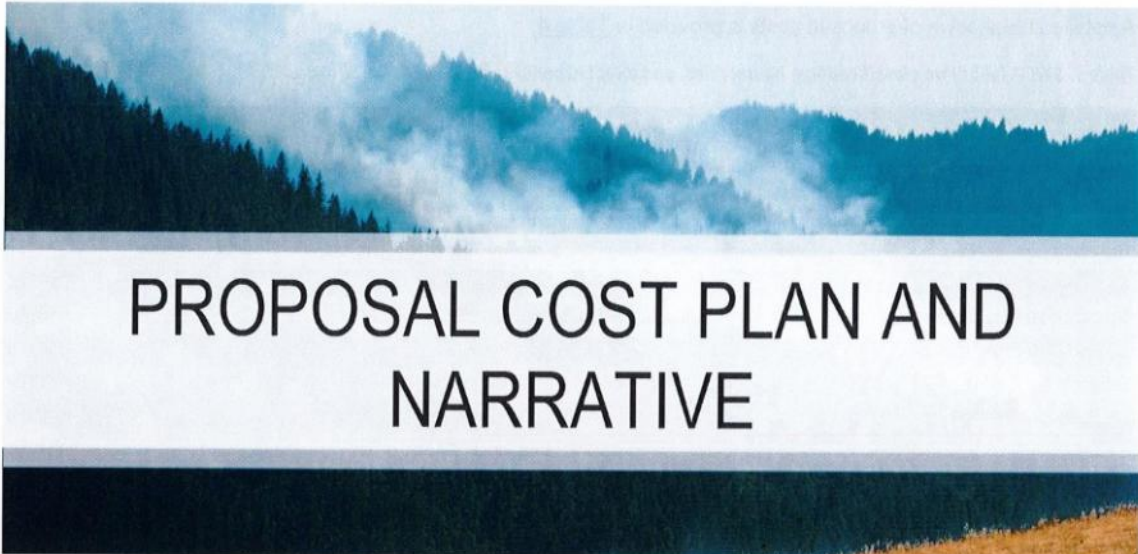
- 1 By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3 The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

- 5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6 The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the non-procurement List.
- 8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT F

SWCA COST PROPOSAL

County of Mendocino Community Wildfire Protection Plan Consultant



PROPOSAL COST PLAN AND NARRATIVE

The following tables provide a cost summary, including labor hours and expense summary, for the proposed scope of work. The budget was prepared based on our previous experience with developing CWPPs for counties across California, knowledge of the project, consultation with our technical experts, and experience. We understand that the contract will be on a time-and-materials, not-to-exceed basis. SWCA will not proceed with any out-of-scope tasks without written consent from the County. We have attempted to be conservative in preparation of the budget regarding the level of effort required so that the overall cost estimates are reasonable for your planning purposes; therefore, we have recommended and budgeted for a mix of in-person and virtual meetings to encourage highest attendance and promote cost-saving measures.

To accommodate project changes and scheduling, it is assumed that SWCA will be able to utilize the overall project funding and will not be held to task limits so long as the overall budget is not exceeded without client approval.

All staff will be billed at their standard rate at the time of service in accordance with [Table 1](#). Rates are inclusive of all overhead rates. The rates listed below do not apply to depositions or testimonies at administrative hearings and trials; such activities fall under our Expert Witness rates, which vary by state.

SWCA will maintain the billing rates through 2024. SWCA staff will bill at their current rate at the time of service. Similar-level staff members may be substituted to complete the work at the time of contracting. SWCA reserves the right to provide an updated rate schedule should the project continue beyond December 31, 2024. Mileage and per diem are billed at the current General Services Administration (GSA) rate. Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup.

The proposed costs outlined in [Table 2](#) are valid for 90 days from the date of the proposal receipt. Any delay in contracting may require a revised cost estimate, project staffing, and project schedule.

Optional tasks including a Hub Site and Story Map, Field Assessments, and Evacuation Modeling can be provided to the County. The costs for these optional tasks are outlined in [Table 3](#). Please note there are several options available for evacuation modeling. The County would work with Ladriss to determine the best option suited to the County's needs and pricing would be determined at a later date. For additional information on these optional tasks, please refer to the scope of work and assumptions provided above.

A detailed breakdown of proposed costs is provided in [Table 4](#).

Table 1. SWCA labor rate classifications, hourly rates, and direct expenses, 2023–2024.

SWCA LABOR CLASSIFICATION	2023–2024 HOURLY RATE	SWCA LABOR CLASSIFICATION	2023–2024 HOURLY RATE
SWCA CONSULTING SERVICES			
Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production, Administrative			
Subject Matter Expert IV	\$285.00	Specialist IX	\$165.00
Subject Matter Expert III	\$261.00	Specialist VIII	\$153.00
Subject Matter Expert II	\$235.00	Specialist VII	\$143.00
Subject Matter Expert I	\$224.00	Specialist VI	\$133.00
Specialist XIV	\$235.00	Specialist V	\$120.00
Specialist XIII	\$224.00	Specialist IV	\$110.00
Specialist XII	\$220.00	Specialist III	\$99.00
Specialist XI	\$201.00	Specialist II	\$87.00
Specialist X	\$184.00	Specialist I	\$74.00
SWCA ENGINEERING SERVICES			
Subject Matter Expert IV	\$271.00	Specialist X	\$201.00
Subject Matter Expert III	\$271.00	Specialist IX	\$184.00
Subject Matter Expert II	\$245.00	Specialist VIII	\$165.00
Subject Matter Expert I	\$235.00	Specialist VII	\$153.00
Specialist XIV	\$261.00	Specialist VI	\$143.00
Specialist XIII	\$245.00	Specialist V	\$133.00
Specialist XII	\$235.00	Specialist IV	\$120.00
Specialist XI	\$220.00		
DIRECT EXPENSES			
Mileage	GSA rate at time of billing	Per Diem	GSA rate at time of billing
Field tablet	\$20.00/day	Black and white copies (in-house)	\$0.10/page
GPS–GIS Grade	\$70.00/day	Color copies (in-house)	\$1.00/page

Table 2. Total and per-task estimated project costs.

Task	Labor Hours	Labor \$	Expenses \$	NTE* Total Cost
Task 1. Determine State, Nonprofit, Fire District, and County Department Partners	26	\$3,224	\$0	\$3,224
Task 2. Facilitate Meetings	305	\$40,915	\$8,475	\$49,390
Task 2a. Host Kick-off Meeting	33	\$4,465	\$0	\$4,465
Task 2b. Host Core Team Meetings	148	\$20,390	\$7,785	\$28,175
Task 2c. Host Community Workshops/Events	124	\$16,060	\$690	\$16,750
Task 3. Assess Risk	202	\$26,262	\$0	\$26,262
Task 3a. Gather and Analyze Data	58	\$7,294	\$0	\$7,294
Task 3b. Establish Community Base Maps	68	\$8,960	\$0	\$8,960
Task 3c. Desktop Risk-Hazard Assessment	76	\$10,008	\$0	\$10,008
Task 4. Draft Updated Plan	297	\$37,693	\$0	\$37,693
Task 4a. Development of Priorities, Recommendations, and Action Plan	57	\$7,317	\$0	\$7,317
Task 4b. Draft CWPP and Review	240	\$30,376	\$0	\$30,376
Task 5. Create Final Plan	92	\$11,380	\$6,038	\$17,418
Task 6. Project Management	99	\$14,289	\$0	\$14,289
PROJECT TOTAL**	1,021	\$133,763	\$14,513	\$148,276

*Not-to-exceed

**Project total does not include optional task costs outlined in Table 6 below.

Table 3. Optional Tasks costs.

Optional Tasks	Labor Hours	Labor \$	Expenses \$	NTE* Total Cost
Optional Task A. Hub Site and Story Map	162	\$21,218	\$0	\$21,218
Optional Task B. Field Assessments	154	\$20,302	\$1,173	\$21,475
Optional Task C. Ladriss Evacuation Modeling***				TBD

***Should the County determine to proceed with utilizing the Ladriss evacuation modeling option, we request the opportunity to assess the final modeling costs at a later date in order to discuss with the County and incorporate the most up-to-date information.

[END OF SWCA COST PROPOSAL]