

County of Mono

Economic Development and Special Projects
452 Old Mammoth Rd. – Suite 311
PO Box 603, Mammoth Lakes, CA 93546
(760) 924-4634 Fax (760) 924-1697

REQUEST FOR PROPOSALS

**CONSULTANT SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION
OF THE COUNTY OF MONO
ECONOMIC DEVELOPMENT PLANNING AND TECHNICAL ASSISTANCE GRANT NO. 12-CDBG-8400**

Date of Distribution: February 5, 2014

Submittal Deadline: March 6, 2014

I. INTRODUCTION

Mono County has received a Community Development Block Grant (CDBG) Economic Development Planning/Technical Assistance Grant No. 12-CDBG-8400 from the State of California for the purpose of building capacity within the County to administer future economic development loan programs (e.g., the Microenterprise and Business Assistance Loan Programs) (“Project”).

Mono County is soliciting proposals from qualified firms or individuals (“Consultant”) to assist with building capacity between the County and Subrecipient; which includes the development of a business plan as well as providing technical assistance and training for the Subrecipient’s and County’s staff, and assistance with completing the 2014 NOFA application for the County’s economic development programs being established. The goal is to provide the Subrecipient with the capacity to eventually operate the economic development programs and for the County to be able to oversee those operations.

The Project deliverables are for the Consultant to assist with creating a fully developed business plan and to provide peer-to-peer training and ongoing support to the Subrecipient regarding the implementation of that plan throughout the grant period. The business plan and training will prepare and train the Subrecipient to create or expand capacity as a local business developer and lender consistent with State and federal requirements. Ultimately, the work will stimulate economic growth and create jobs that will improve the living condition of residents of Mono County. All work provided by Consultant must comply with applicable, State - CDBG rules and regulations, the County’s grant for the Project, and any other applicable State or federal requirements.

Any firm or person submitting a proposal in response to this RFP should be aware of CDBG national objectives as they relate to the Project and familiar with the possible future funding activities within Mono County which are the ultimate goal of the work.

Time is of the essence in the performance of the Project and any person or firm interested in providing the work should be prepared to commence work immediately.

II. ADDITIONAL INFORMATION

CDBG offers two loan programs to meet the CDBG national objectives. The first is the microenterprise program, which provides loans to applicants who meet the low-moderate income limits and have five or fewer employees, including the owner. The second is the business assistance loan program, which requires that 51% of the full time equivalents that have been created or retained by the business be from the low-moderate income demographic.

The County intends to pursue CDBG funds provided by HUD to the State of California Department of Housing and Community Development (HCD) to fund these loan programs. Administration and distribution of these loans would be by the Subrecipient(s) identified and trained pursuant to the Project.

III. COMMUNITY BACKGROUND

Mono County is located in the east central portion of the State of California, to the east of the Sierra Nevada Mountain Range between Yosemite National Park and Nevada. As of the 2010 census, the population of Mono County was 14,202, up from 12,853 at the 2000 Census.

The county seat is the town of Bridgeport, where most of the county offices are located. The county land area is 3,030 square miles, 94% of which is publicly owned. The only incorporated town in Mono County is Mammoth Lakes, which is located at the base of Mammoth Mountain.

The major access to Mono County is via US 395. In addition, there is year-round commercial air service to Mammoth Yosemite Airport from Los Angeles International Airport (LAX). Seasonally, winter flights are available from other California locations.

The median family household income in Mono County is \$60,569. Approximately 30% of Mono County household incomes are concentrated under \$35,000. Overall Mono County, like many regions throughout the state and country, has felt the impact of the economic downturn during the recession. Unemployment increased from 4.4% in 2006 to 10.3% in 2010, and since then the unemployment rate has decreased to 8.4% in 2012.

IV. SCOPE OF WORK

Task 1: Business Plan

Consultant will develop a business plan which addresses four required topics: Marketing, Underwriting, Loan Management and Program Administration, each described in more detail below. The business plan will serve the purpose of creating or expanding capacity among Subrecipients (or potential Subrecipients) to function as local business developer(s) and lender(s) under the microenterprise program and the business assistance loan program (“Loan Programs”).

At a minimum, the business plan will include the following:

i. Marketing

- A marketing plan and strategy for the grant and/or loan programs to be administered by Subrecipients. Consultant will work with Mono County, Subrecipients, local banks, and other local partners, as appropriate, to develop this information.
- Strategies for program outreach, networking and marketing as needed for Subrecipients to identify, contact and attract prospective eligible loan applicants operating within Mono County.
- Detailed information to assist Subrecipients in coordinating appropriate counseling and training classes for eligible applicants.

ii. Underwriting

- CDBG-compliant program forms, contracts, agreements, and any other relevant documents (in template form) as may be necessary to administer the Loan Programs. These templates will be incorporated into or included as appendices to the business plan.
- Guidance for Subrecipients in the proper method of securing correct applications for program funds (e.g., gathering supporting documentation and compiling loan packages and documentation as necessary to determine project viability).
- Guidance for Subrecipients in how to work with State HCD to confirm CDBG eligibility requirements based on job creation/retention potential and other criteria; and in maintaining documentation and tracking job creation and public benefit.
- Provide best practices templates and direction regarding program underwriting criteria and analysis.
- Provide template promissory notes, business loan agreements, deeds of trust, UCC filings and other loan and loan closing documents, utilizing industry standard documents that are CDBG compliant.
- How to prepare loan packages for State Housing and Community Development (HCD) approval after local approval is obtained.
- Documentation and strategies for other private, local, state and federal lending opportunities.

iii. Loan Management

- Provide guidance as to start-up and on-going Business Assistance Program and Microenterprise program activities.
- Provide guidance for the creation and processing of loan restructuring requests, the processing of loan payoffs, the sale of collateral and matters regarding foreclosure.

iv. Program Administration

- Long and short-term measurable goals for the loan program with timetables and milestones which enable subsequent monitoring by the Subrecipient(s).
- An analysis of the general economy and business climate in Mono County.
- Exemplary case studies of other similar lending institutions in similar markets and their successes and challenges.
- An explanation of different types of business development guidance services needed in Mono County.

Task 2: Peer-to-Peer Training

Provide peer-to-peer training to Subrecipient(s) in each of the four sections of the business plan. This training may be conducted in-person, or through other means, and for a number of hours determined by Consultant and the County to adequately prepare Subrecipient(s) to administer the Loan Programs.

Task 3: Subsequent Year Grant Application Preparation

Prepare draft grant application(s) for FY 2014-15 for microenterprise, business assistance loan, and/or any other CDBG loan program identified by Consultant as being appropriate for Mono County. Provide draft applications to County by no later than April 6, 2014, to enable the county to prepare, complete and apply for the 2014-2015 funding year.

V. PROPOSAL REQUIREMENTS

If you or your firm is interested in performing this Project, please provide a proposal with a description of how you would perform the Project. A qualifying proposal should address and include the items below:

A. Brief description of firm, contact person, address and telephone number. If sub consultants will be used in the project, include a description of those firms, including contact information.

B. Describe experience and expertise in the provision of all aspects of CDBG-funded Business Assistance Loan Program services. Also describe experience in complying with CDBG general grant requirements and the CDBG Grant Management Manual as well as knowledge and experience in working and complying with CDBG Program Income Re-Use Plans and Business Loan Program Guidelines.

C. Provide resumes of staff that will work on the project, including any sub consultants and a synopsis of relevant experience as described in item (B) above.

D. Provide a list of public agencies or clients for whom CDBG-funded Business Assistance Loan Program tasks have been performed, with the name, title and phone number of a contact person for each entity.

E. Provide a proposed schedule of work and a description of how you or your firm can provide the services and work in a timely manner given the press of your business, other projects, and any other applicable considerations.

F. Provide an hourly rate, time estimate, and total cost that will be charged per program work task or group of tasks and a schedule of fees for each person working on the Project. Proposals should also itemize costs for performing different functions. For example: (1) Assistance with the development of the business plan (2) training staff (3) creating loan documents and guidelines (4) any other technical assistance

G. Provide contact information for at least 3 professional references that may be contacted.

VI. SUBMISSION REQUIREMENTS

To be considered, three copies (3) of the proposal must be submitted to Mono County, Economic Development and Special Projects by 5:00 pm on March 6th 2014. Digital proposals may be emailed to **Jsimpson@mono.ca.gov** provided the required three hard-copies are received by 5:00 pm on Thursday, March 6th, 2014, but the County assumes no responsibility for formatting or transmission errors. Due to its remote location, overnight delivery to Mammoth Lakes by USPS, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery.

Submittals shall be addressed as follows:

ATTN: Jeff Simpson, Economic Development Assistant
Mono County Economic Development and Special Projects
452 Old Mammoth Rd. – Suite 306
PO Box 603, Mammoth Lakes, CA 93546
Phone: (760) 924-4634
Jsimpson@mono.ca.gov

Submittals received after the specified time shall not be considered.

Any proposal received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.

VII. AWARD CRITERIA AND SELECTION PROCESS

Proposals will be reviewed for responsiveness to the proposal requirements described in Section V. If any information is missing, the proposal may be deemed to be non-responsive. Further review of non-responsive proposals is subject to the County’s discretion.

Proposals that have been received by the stipulated date and time and which are responsive will be assessed and points assigned based on the following evaluation criteria. In addition, the evaluation of a proposal will be based on a “best value” method that includes cost as a factor. The County is not constrained to accept the lowest offer; however, will compare all offers to determine the best value.

EVALUATION CRITERIA

Criteria	Rating Points
1. Capabilities, resources, and experience in implementing and administering a local government business assistance loan and microenterprise loan program.	20
2. Understanding of applicable Community Development Block Grant (CDBG) requirements, including familiarity with the State Department of Housing and Community Development Grant Management Manual and CDBG program Management Memos.	20

3. Demonstrated experience and understanding with the following issues: a) Marketing loan programs to small businesses b) Ability to request, prepare and/or file all documents necessary to underwrite and collateralize loans c) Experience in documentation of jobs created or retained d) Understanding of CDBG loan applications for submission to the State Department of Housing and Community Development for review and approval e) Experience developing workout plans with delinquent borrowers	20
4. Experience writing business plans for implementation of CDBG loans providing implementation training to others	20
5. Availability and capacity to commence performance of the work upon contract award and to commit to make substantial progress by March of 2014.	10
6. Price	10
TOTAL POINTS	100

The County reserves the right to request clarification of the services submitted, to requested additional information, and to waive minor irregularities in the proposal and review process, as long as the County procedures remain consistent with CDBG procurement requirements.

VIII. MISCELLANEOUS

- A. **Non-commitment by County:** This Request for Proposal does not commit the County to award a contract, pay and costs incurred in the preparation of proposals or to procure or contract for supplies or services.
- B. **Applicability of Standard Contract Provisions:** All contracts awarded to a Consultant as a result of this Request for Proposal shall include those Community Development Block Grant (CDBG) Contract Standard Provisions set forth in the Sample Agreement attached as Exhibit A and also set forth in Section IX of this RFP.
- C. **Property Rights:** Proposals received become the property of the County and all rights to the contents therein become those of the County.
- D. **Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all submittals will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.

- F. **Amendments to Request for Proposals:** The County reserves the right to amend this RFP, with the consent of the Department, by addendum before the final submittal date. In the event of a substantial amendment, the County will redistribute the RFP.
- G. **Cost:** Cost of preparation of proposal shall be borne by the proposer.
- H. **Signature:** Proposals shall be signed by an authorized employee or representative of the proposer in order to receive consideration.
- I. **Lost Documents:** The County is not responsible for proposals delivered to a person/location other than specified herein.
- j. **Contract and Insurance Requirements:** The successful candidate will be required to enter into a contract with Mono County, substantially in the form set forth in Exhibit A to this RFP, and to provide the types of insurance in the amounts specified therein.
- k. **Inquiries:** Inquires concerning this RFP should be directed to:

Jeff Simpson, Economic Development Assistant
Mono County Economic Development and Special Projects
Jsimpson@mono.ca.gov
Phone: (760) 924-4634
Fax: (760) 924-1697

VIII. CONFLICT OF INTEREST

Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

IX. REQUIRED CONTRACT PROVISIONS

Any contract entered into to perform the work described in this RFP will contain the following provisions, which will be binding on Consultant.

EQUAL OPPORTUNITY

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Grantee and the Consultant both assure that no otherwise qualified person shall be excluded from the participation of employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the

Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the “504 Coordinator”

The Grantee agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a special person charged with local enforcement of this Act, as the “504 Coordinator.”

C. The Training, Employment, and Contracting Opportunities Assurance of Compliance

The grant activities to be performed under this Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).

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

The Consultant will include these Section 3 clauses in every contract and subcontract for Work in connection with the Project and will, at the direction of the Department, take appropriate action pursuant to the contract upon a finding that any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135 and, will not let any contract unless the contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project, binding upon the Grantee, the Consultant and their successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its Consultants, and their successors, and assigns to those sanctions specified by this Agreement to such sanctions as are specified by 24 CFR Part 135.

D. State Nondiscrimination Clause

During the performance of this contract Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial or pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(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. Grantee, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

E. Americans with Disabilities Act (ADA) of 1990

By signing this agreement, the parties to this agreement assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

ANTI-LOBBYING, KICK-BACK, AND CONFLICT OF INTEREST

A. Anti Lobbying Certification

The language of this certification be included in all contracts or subcontracts entered into in connection with The Project and that Contractor and an subcontractors 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 Section 1352, Title 31, US Code, Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

1. No Federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an 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 of continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative agreement.
2. If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.”

A. Bonus or Commission, Prohibition Against Payments of

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

1. Obtaining the State’s approval of the application for such assistance or
2. The State’s approval of the application for additional assistance, or
3. Any other approval or concurrence of the State required under this agreement, Title I of the Housing and Community Development Act of 1974, or the state regulation with respect thereto; provided however, that reasonable fees for bona fide technical,

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

B. Conflict of Interest

No member of, or delegate to, the Congress of the United States and no resident, commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No local public official with duties involving the grant activities may have any interest in any contracts or proceeds for the work done in conjunction with this contract.

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 program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted through this Agreement, 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.

RECORDS AND AUDIT

A. Records

Notwithstanding anything to the contrary stated in the Agreement, Consultant will keep all program records for at least five years after your contract and any and all amendments expire or three years after the completion and resolution of any audits or lawsuits, whichever is later.

B. Monitoring

Consultant agrees to allow the Housing and Community Development Department, Bureau of State Audits, HUD, or other State or federal agencies or their representatives, upon reasonable notice, unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with any Grant Agreement. Grantee will monitor for conformity with its State contract.

LABOR STANDARDS

A. Labor Standards – Federal Labor Standards Provisions

The Consultant shall cause or require to be inserted in full, in any contract subject to such regulations, provisions meeting the requirements of:

1. Davis-Bacon Act (40 USC 276a – 276a-5). Requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
2. Copeland “Anti Kickback” Act (47 USC 276c). Requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

3. Contract Work Hours and Safety Standards Act – CWHSSA (40 USC 327-333). Requires that workers receive “overtime” compensation at a rate of 1.5 times their regular hourly wage after they have worked 40 hours in one week.
4. Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5. Regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

B. NLRB Certification / Procurement / Program Income / Uniform Admin Requirements

Consultant will abide by applicable State rules and regulations regarding such matters as NLRB, procurement, program income and uniform administrative requirements.

MISCELLANEOUS PROVISIONS

A. Compliance with Applicable Rules and Regulations

Consultant agrees to abide by any applicable State rules and regulations regarding such matters as citizen participation, clean air and water, and environmental regulations.

B. Drug Free Workplace Certification

Consultant agrees to abide by the State Drug Free Workplace rules and regulations as defined in the County’s grant agreement with the Department of Housing and Community Development.

C. Data Universal Numbering System (DUNS) & Federal Debarred List.

Consultant must obtain a DUNS number. Acquiring a DUNS number may be obtained at no cost via the internet. In addition, prior to funding, the County will confirm that Contractor and all owners are not on the federal debarred list. Applicants will be required to obtain all proper licenses and insurance to operate legally in the county. In addition, HUD also requires that HCD and the County collect certain income and demographic data from Contractor and any new hires resulting from the investment of CDBG funds.

EXHIBIT A

[SAMPLE] AGREEMENT BETWEEN COUNTY OF MONO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the _____ services of _____, of _____ (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by _____, whose title is _____. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards set forth in Attachment B, *CDBG Standard Provisions and Requirements*, attached hereto and incorporated by reference herein and with all requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____, to _____, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment C) for the services and work described in Attachment A that are performed by Consultant at County's request.

B. Travel and Per Diem. Consultant will not be paid or reimbursed for travel expenses or per diem that Consultant incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment C.

C. No Additional Consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages,

or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed _____ (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Consultant shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work that were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, the County shall make payment to Consultant on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Consultant to provide the services and work described in Attachment A must be procured

by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Consultant by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, that is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Consultant shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Consultant shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Consultant under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined

single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Consultant under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+ ". Prior to commencing any work under this agreement, Consultant shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Automobile/Aircraft/Watercraft Liability Insurance. Consultant shall provide Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. This coverage may be waived by Risk Management in writing if it is determined there is no significant exposure to these risks.
- C. Professional Errors and Omissions Liability Insurance. Consultant shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Consultant shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

10. STATUS OF CONSULTANT.

All acts of Consultant, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Consultant, or Consultant's agents, officers, or employees. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Consultant, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Consultant shall maintain these records as set forth in Attachment B.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Additional inspection and audit rights are set forth in Attachment B.

13. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION.

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to terminate. Consultant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) days written notice of such intent to terminate. Upon receipt of such notice, Consultant shall cease providing work and services. If this Agreement is terminated prior to the completion of Consultant's work, Consultant shall be entitled to compensation for all services performed and costs incurred hereunder through and including the date of termination.

15. ASSIGNMENT.

This is an agreement for the personal services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Consultant shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY.

Consultant agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Consultant only with the express written consent of the County.

19. CONFLICTS.

Consultant agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Consultant agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person

who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within five (5) days of notifying Consultant of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Consultant or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

County of Mono:

_____ Department
_____ Mailing Address
_____ City/State/Zip

Consultant:

_____ Name
_____ Mailing Address
_____ City/State/Zip

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Bill Van Lente, Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND _____
FOR THE PROVISION OF _____ SERVICES**

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND _____
FOR THE PROVISION OF _____ SERVICES**

TERM:

FROM: _____ TO: _____

CDBG STANDARD PROVISIONS AND REQUIREMENTS:

EQUAL OPPORTUNITY

- A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Grantee and the Consultant both assure that no otherwise qualified person shall be excluded from the participation of employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

- B. Rehabilitation Act of 1973 and the “504 Coordinator”

The Grantee agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a special person charged with local enforcement of this Act, as the “504 Coordinator.”

- C. The Training, Employment, and Contracting Opportunities Assurance of Compliance

- 1) The grant activities to be performed under this Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant there to by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- 3) The Consultant will include these Section 3 clauses in every contract and subcontract for Work in connection with the Project and will, at the direction of the Department, take appropriate action pursuant to the contract upon a finding that any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135 and, will not let any contract unless the contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project, binding upon the Grantee, the Consultant and their successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its Consultants, and their successors, and assigns to those sanctions specified by this Agreement to such sanctions as are specified by 24 CFR Part 135

C. State Nondiscrimination Clause

- 1) During the performance of this contract Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial or pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(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. Grantee, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 2) Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

D. Americans with Disabilities Act (ADA) of 1990

By signing this agreement, the parties to this agreement assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

ANTI-LOBBYING, KICK-BACK, AND CONFLICT OF INTEREST

A. Anti Lobbying Certification

The language of this certification be included in all contracts or subcontracts entered into in connection with The Project and that Consultant and an subcontractors 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 Section 1352. Title 31, US Code, Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

1. No Federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an 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 of continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative agreement.
2. If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.”

B. Bonus or Commission, Prohibition Against Payments of

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

1. Obtaining the State’s approval of the application for such assistance or
2. The State’s approval of the application for additional assistance, or
3. Any other approval or concurrence of the State required under this agreement, Title I of the Housing and Community Development Act of 1974, or the state regulation with respect thereto; provided however, that reasonable fees for bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

C. Conflict of Interest

No member of, or delegate to, the Congress of the United States and no resident, commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No local public official with duties involving the grant activities may have any interest in any contracts or proceeds for the work done in conjunction with this contract.

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 program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted through this Agreement, 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.

RECORDS AND AUDIT

D. Records

Notwithstanding anything to the contrary stated in the Agreement, Consultant will keep all program records for at least five years after your contract and any and all amendments expire or three years after the completion and resolution of any audits or lawsuits, whichever is later.

E. Monitoring

Consultant agrees to allow the Housing and Community Development Department, Bureau of State Audits, HUD, or other State or federal agencies or their representatives, upon reasonable notice, unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with any Grant Agreement. Grantee will monitor for conformity with its State contract.

LABOR STANDARDS

A. Labor Standards – Federal Labor Standards Provisions

The Consultant shall cause or require to be inserted in full, in any contract subject to such regulations, provisions meeting the requirements of:

1. Davis-Bacon Act (40 USC 276a – 276a-5). Requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
2. Copeland “Anti Kickback” Act (47 USC 276c). Requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.
3. Contract Work Hours and Safety Standards Act – CWHSSA (40 USC 327-333). Requires that workers receive “overtime” compensation at a rate of 1.5 times their regular hourly wage after they have worked 40 hours in one week.
4. Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5. Regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.
- 5.

B. NLRB Certification / Procurement / Program Income / Uniform Admin Requirements

Consultant will abide by applicable State rules and regulations regarding such matters as NLRB, procurement, program income and uniform administrative requirements.

OTHER PROVISIONS

A. Compliance with Applicable Rules and Regulations

Consultant agrees to abide by any applicable State rules and regulations regarding such matters as citizen participation, clean air and water, and environmental regulations.

B. Drug Free Workplace Certification

Consultant agrees to abide by the State Drug Free Workplace rules and regulations as defined in the County's grant agreement with the Department of Housing and Community Development.

C. Date Universal Numbering System (DUNS) & Federal Debarred List.

Consultant must obtain a DUNS number. Acquiring a DUNS number may be obtained at no cost via the internet. In addition, prior to funding, the County will confirm that Consultant and all owners are not on the federal debarred list. Applicants will be required to obtain all proper licenses and insurance to operate legally in the county. In addition, HUD also requires that HCD and the County collect certain income and demographic data from Consultant and any new hires resulting from the investment of CDBG funds.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF MONO
AND _____
FOR THE PROVISION OF _____ SERVICES**

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

\\ NOTHING FOLLOWS \\\