

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
FOR**

NSP Consulting Services related to the Construction of the Groveland Community Resilience Center

This Agreement ("Agreement") is made this 5th day of May 2020, by and between the County of TUOLUMNE ("County") and Adams Ashby Group, Inc., ("Consultant").

- 1. Scope of Services:** Consultant shall perform the services as described in Exhibit A, "Scope of Work" and in written proposal. Consultant shall provide all staffing and materials necessary to perform the work as outlined in the Scope of Work.
- 2. Time of Performance:** The services of Consultant are to commence upon execution of this Agreement and shall be continue until December 30, 2022. This agreement may be extended for one (1) six (6) month period.
- 3. Compensation and Reimbursement:** For Consultant's performance of Scope of Work, Consultant shall be paid in accordance with Exhibit B, for a total not to exceed \$191,250. If services in addition to those required by Scope of Work, are required, the rates listed in Exhibit B will be utilized for compensation calculation. Any request for additional compensation or expenses requiring County payment to exceed the "not-to-exceed" maximum amount payable in Exhibit B shall not be approved or allowed unless consultant obtains County's written approval prior to incurring the additional expenses or performance of additional work. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this Agreement without further compensation or cost reimbursement. Payment by County under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the County at the time of payment.
- 4. Method of Payment:** Consultant shall submit monthly billings to County. Billings will be on a monthly basis on a percentage completed by task. Notwithstanding any provisions of this Agreement, payment to the Consultant shall not relieve the Consultant of liability to the County for damages sustained by the County because of any breach of this Agreement by the Consultant, and County may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the County from Consultant is determined.
- 5. Ownership and Confidentiality of Documents:** All plans, reports, drawings, electronic files, designs, data, graphics, studies, documents and other writings or incidental work product prepared by and for Consultant, and by and for subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall be the property of the County, and the County shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such materials to County in orderly fashion upon request, or if not previously provided, upon completion of the scope of services or termination of this Agreement and prior to release of the retention. Without the prior written consent of County, Consultant shall keep confidential and not disclose to any person, other than Consultant's subcontractors, all data and information generated by Consultant in the performance of services, or furnished to Consultant by County and marked confidential; provided, however, this provision shall not apply to data or information which are in the public domain, or previously known to Consultant, or required to be disclosed by an order issued by a court, administrative agency or other authority with proper jurisdiction.

County waives any and all claims against Consultant based upon reuse of these documents or materials for any other project not the subject of this Agreement or any unauthorized changes by the County or any third party under County's direction.

6. Independent Contractor: It is understood that Consultant, in the performance of the services pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the County.

Consultant shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Consultant are performing in that capacity for and on behalf of the Consultant and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. Conflict of Interest: No member, officer, or employee of the County of Tuolumne or its designees or agents, and no other public official of such locality or localities who exercise any functions or responsibilities within respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this Agreement. No congressional representative and no resident commissioner shall receive any benefit from this project.

8. Professional Ability of Consultant: Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instruments, facilities, and other resources necessary to provide the County with the services contemplated by this Agreement.

9. Hold Harmless/Indemnification: Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify or defend County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

10. Insurance: Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies with insurers licensed in the State of California and possessing a Best's rating of no less than A: VII. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of the same shall be given to the County by certified mail, return receipt requested, for all of the following stated insurance policies:

- a. **Workers' Compensation Coverage:** Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

- b. **General Liability Coverage:** Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- c. **Automobile Liability Coverage:** Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and \$100,000 per occurrence for property damage.
- d. **Professional Liability:** Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- e. **General Requirement:** If a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- f. **Policy Endorsements:** Each insurance policy, except Workers' Compensation and Professional Liability, shall be endorsed with the following specific language:
- 1) The County of TUOLUMNE, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - 2) This policy shall be considered primary insurance as respects the County, its elected or appointed officers, officials, employees, agents and volunteers (to the extent of the Consultant's negligence in the performance of its services under this Agreement) and shall include no special limitations to coverage provided to additional insured. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against the County, its elected or appointed officers, officials, employees, agents and volunteers.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected or appointed officers, officials, employees, agents or volunteers.
 - 6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the County.

- g. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. At the County's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- h. **Evidence of Insurance and Endorsements:** Consultant shall provide evidence of required insurance with original endorsements to County as may be required by the Risk Manager. Evidence of such insurance shall be filed with the County on or before commencement of performance of this Agreement. Current proof of insurance shall be kept on file with the County at all times during the term of this Agreement.
- i. **Unsatisfactory Policies:** If at any time any of the said policies or endorsements shall be reasonably unsatisfactory to the County Risk Manager, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to the County Risk Manager, the Consultant shall promptly obtain a new policy, submit the same to the County Risk Manager for approval and submit a certificate thereof as herein provided.
- j. **Failure to Comply:** Upon failure of the Consultant to furnish, deliver or maintain such insurance and evidence of the same as above provided, this Agreement, at the election of the County, may be forthwith declared suspended, or terminated. Failure of the Consultant to obtain and/or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement.

11. Compliance with Laws: Consultant shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Consultant's performance under this Agreement. Specifically, Consultant shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. Licenses: Consultant represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

13. Controlling Law Venue: This Agreement and all matters relating to it shall be governed by the laws of the State of California and in any action brought relating to this Agreement, this Agreement shall be deemed to have been made and is to be performed in the County of Tuolumne.

14. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either delivered personally, transmitted by facsimile machine or sent prepaid, first class United States mail. Any such writing shall be addressed or transmitted to the other party at the address, location or facsimile number set forth below. Either party may change its address, location or facsimile number by notifying the other party of the change. Notice shall be deemed received when (1) delivered personally, (2) transmitted by facsimile, or (3) 48 hours from the time of deposit in a United States mail box if mailed as provided in this paragraph.

	County:	Consultant:
Primary Contact:	Maureen Frank	Lorie Adams
Organization:	County of Tuolumne	Adams Ashby Group, Inc.
Address:	2 South Green Street Sonora, CA 95370	770 L Street, Suite 950 Sacramento, CA 95814
FAX:	(209) 533-5510	(916) 449-3934

15. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall, be made available for inspection or audit, at any time during regular business hours, upon written request by the County Administrator, County Counsel, County Auditor, the State Office of Housing and Community Development or a designated representative of any of these officers. Copies of such documents shall be provided to the County for inspection at County Administration Center when it is practical to do so. Otherwise unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, County may, by written request by any of the above-named officers, require that custody of the records be given to the County and that the records and documents be maintained in County Administration Center. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement: This Agreement constitutes the complete and exclusive statement of agreement between the County and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. The Consultant has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and material needed, and its making of this Agreement is based on such independent investigation and research.

17. Amendments: This Agreement may be modified or amended only in writing executed by both Consultant and County and approved as to legal form by the County Counsel.

18. Waiver: No failure on the part of County to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by County of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. Litigation Expenses and Attorney's Fees: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees, discovery expenses, court costs and expert

witness fees.

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

20. Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In enforcing this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. Assignment & Subcontracting: The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the prior written consent of the County. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the County. If County consents to such subcontract, Consultant shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of the County to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

22. Termination: This agreement may be terminated as follows by County at County's option upon Consultant's failure, refusal or neglect to perform the duties hereunder or for any reason satisfactory to County provided, however, Consultant shall be given thirty (30) days written notice of such termination. This agreement may be terminated by the Consultant upon County failure, neglect or refusal to make any payment as required hereunder. This agreement may be terminated by either party with a thirty (30) day intention notice. Consultant shall be entitled to compensation for services performed acceptably up to the effective date of termination

23. Delegation: The County Administrator, or their designee, is authorized to take any action permitted or required by the County in implementing the provisions of this Agreement.

24. Paragraph headings: Paragraph headings shall not affect the scope, meaning, intent, or applicability of the provisions of the paragraph.

25. Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. Funding Availability:

- a. It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Consultant or to furnish any other considerations under this Agreement and Consultant shall not be obligated to perform any provisions of this Agreement.
- b. If funding for this project is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an Agreement amendment to Consultant to reflect the reduced amount.
- c. If funding for this project is reduced or deleted by the State of California Housing and Community Development (HCD), the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an Agreement amendment to the Consultant to reflect this

reduced amount.

27. Neighborhood Stabilization Provisions (NSP 1):

d. The Consultant agrees to:

- 1) Perform the work in accordance with the State Grant Agreement, and all applicable federal, State and local requirements including housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation labor, fair employment, and historic preservation;
- 2) Comply with the federal and State NSP requirements included in Exhibit "D";
- 3) Where applicable, maintain at least the minimum State required worker's compensation insurance for those employees who will perform all or any part of the NSP-funded work;
- 4) Maintain, if legally required, unemployment insurance, disability insurance and liability insurance reasonable to compensate for inquiries or damages related to the activities of this contract;
- 5) Keep all program records for at least five years after the contract and any and all amendments expire and have been closed out by the funding agency or three years after the completion and resolution of any audits or lawsuits, whichever is later,
- 6) Allow the State of California HCD, HUD or other State or federal agencies to access all relevant records for grant monitoring or auditing purposes.
- 7) If applicable, comply with all NSP requirements regarding copyrights, patents and rights in data.
- 8) Comply with the Child Support Compliance Act (Chapter 8 commencing with Section 5200 of Part 5 of division 9 of the Family Code).
- 9) Include the Anti-Lobbying certificate as Exhibit "C".

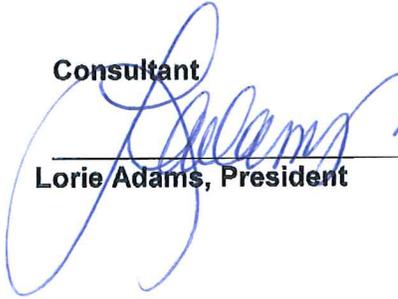
b. COUNTY agrees to monitor Contractor for compliance with State Grant Agreement.

28. Options upon Breach by Consultant If Consultant materially breaches any of the terms of this Agreement, County's remedies shall include, but not be limited to, the following:

- a. Immediately terminate the Agreement;
- b. Retain any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement, consisting of 8 pages, including this page, to be executed on the date first written above.

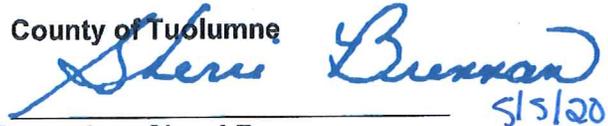
Consultant



Lorie Adams, President

Date

County of Tuolumne



Supervisor Sherri Brennan

Date

Approved as to Legal Form:



Christopher Schmidt, Deputy County Counsel

4/24/20
Date

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

ALICIA L. JAMAR
Clerk of the Board
By: 

Attachments:

- Exhibit A- Scope of Work
- Exhibit B- Budget
- Exhibit C- Anti-Lobbying Certification
- Exhibit D- CDBG Terms and Condition

SCOPE OF WORK

The consulting services required for the NSP portion of this project will involve typical grant administration activities. Tasks under this scope of work include the following:

A. Procurement and Contract Management Support

1. Update Tuolumne County Procurement Policies to meet federal compliance for both standard federal programs and special appropriation programs, including NSP. Procurement policy should at a minimum include documentation on:
 - a) Procurement Methods and Standards for Federally Funded activities
 - b) Independent Cost Estimating
 - c) Documenting Duplication of Benefits
 - d) Procurement Documentation and Records Management
 - e) Contract development and execution requirements
 - f) Any other applicable state, federal, local procurement requirements
2. Prepare and maintain Contract Management Policy and Procedure (in coordination with the Procurement Policy) to administer construction contracts, professional services contracts, and subrecipient agreements in compliance with federal requirements. Contract Management policy should include at a minimum:
 - a) Contract administration requirements
 - b) Contract performance expectations and metrics
 - c) Change Order management, review, and approval procedures
 - d) Cost Estimating standards and procedures for Change Orders
 - e) Any applicable state, federal, and local contract management requirements
 - f) Other relevant contract management best practices, policies, and procedures
3. Provide ongoing support for procurement and contract administration activities as needed, including:
 - a) Reviewing contractor documentation for program compliance,
 - b) Preparing and validating cost estimates as required
 - c) Reviewing contract terms and conditions for state and federal compliance
 - d) Coordinating with other professional service providers (such as architects, engineers, labor compliance officer, etc) in verifying contract performance and program compliance

Deliverables: Federally compliant Procurement Policy, Contract Management Policy and Procedure, Procurement and Contract Management documents, templates, and forms as needed.

B. Section 3 Documentation and Support (<https://www.hud.gov/section3>)

1. Coordinate with local non-profit and public service providers and project/program contractors to encourage Section 3 participation.
2. Track and document Section 3 outreach and contracting efforts and successes
3. Prepare tools to assist contractors in contacting and contracting with Section 3 eligible businesses and workers

Deliverables: Section 3 outreach and contracting documentation.

C. Reporting and Financial Management Support

1. Prepare and maintain a public information file that includes all pertinent project and fund documentation

2. Provide Financial Management support for general federal grant administration, and NSP specific funds, including (but not limited to):
 - a) Prepare and review NSP funds requests
 - b) Support County Staff in maintaining and reconciling project budgets, especially regarding NSP funds
 - c) Review financial records for federal fund administration and record retention compliance
 - d) Prepare and review financial reports, fund balance reports, and other financial reports as needed for compliance with federal fund administration

3. Provide support in beneficiary and program reporting, including, but not limited to
 - a) Preparing NSP beneficiary reports
 - b) Completing any required semi-annual, quarterly, and monthly program reports
 - c) Reviewing and tracking beneficiary and other reporting requirements to determine reports are submitted on time, are complete, and meet formatting and documentation standards

Deliverables: NSP Financial reports, NSP funds requests, beneficiary reports, semi-annual, quarterly, and monthly program reports.

II. Operations Plans

- A. Prepare a comprehensive Operations Plan that demonstrates the facility will be compliant with federal program expectations, including NSP requirements. The Operations Plan must include at a minimum
 1. Five-Year Operations Plan for Non-profits and Agency Service Providers. The plan should:
 - a) Identify the services that will be available in the CRC and the service providers that will be contracted to provide those services.
 - b) Identify funding sources for various services along with potential funding gaps.
 - c) Include a strategy for service provider turn-over that helps ensure the services will continue to be available in the community
 - d) Provide a governance mechanism for service provider oversight and coordination that includes roles and responsibilities for CRC administrators and the County
 - e) Provide a template subrecipient agreement(s) or similar contract(s) for service providers that is compliant with the most common state and federal funding sources for those services.

 2. Emergency Response Plan. The plan should include:
 - a) Transportation and communications plan for vulnerable residents
 - b) Emergency response coordination procedures for when the facility is used as a headquarters
 - c) Expectations for different emergency conditions (extended power outage, extreme heat, flood, fire, etc.)
 - d) Emergency response configurations for different uses (multi-agency staging ground, temporary emergency housing, emergency resource center, etc.)
 - e) Short- and Long-Term emergency coordination strategies

 3. Ancillary Use Plan. This plan should include:
 - a) Income generating uses – income tracking, reporting, and reuse
 - b) Non-Emergency Community uses (other than uses identified in the Five-Year Operations Plan)
 - c) Other proposed public and private uses for the facility

 4. Maintenance Plan. This plan should include:
 - a) A minimum of five-year maintenance budget
 - b) Maintenance schedule
 - c) Maintenance provider (will this be county staff or a contractor, if a contractor, this should include contract expectations)
 - d) Proposed long-term maintenance plan

Deliverables: Operations Plan with Service Provider, Emergency Response, Ancillary Use, and Maintenance plans

III. NSP Grant Closeout

- A. Provide support in completing any and all NSP grant closeout activities, including
 1. Final Beneficiary Reporting
 2. Final Financial Reporting and Funds Requests
 3. Accomplishment reporting to the County, HCD, and HUD
 4. Prepare any required letters and/or memorandum of completions
 5. Include copies of Notice of Completion and Certificate of Occupancy (as applicable) in the public information file.
 6. Verify Grant Closeout with HCD

Deliverables: Public Information File with complete closeout documentation

IV. Monitoring Support and Response

- A. Provide support for any requested monitoring efforts, including desk monitoring, on-site project monitoring, and project completion monitoring conducted by the County, HCD, and HUD. Tasks include:
 1. Preparing project documentation for review
 2. Prepare responses for requests for information
 3. Coordinate with County Staff and other professional service providers to schedule monitoring visits and reviews
 4. Review and coordinate with County Staff to prepare any NSP related responses to monitoring findings and/or concerns, including findings/concerns that relate to general federal fund, program, and project administration and implementation
 5. Coordinate with HCD and/or HUD to complete and close-out any monitoring findings/concerns and document closeout
 6. Provide ongoing monitoring support throughout the monitoring period – including post project completion and occupancy

Deliverables: Response to any monitoring requests, finding and concern reports/memos, verification of clearance of any monitoring findings/concerns.

PERFORMANCE PENALTY PROVISIONS

If any of the below referenced performance deliverables are not met then the County, as a penalty (within 14 days of being missed), will withhold payment until tasks have been completed. Also, to avoid a late report in the future, Consultant will submit a plan to the County as to the actions that will be taken to complete required reports on time.

ID	Deliverable Title	Expected Due Date
I.A.1	Federally compliant Procurement Policy	September 30, 2020
I.A.2	Contract Management Policy and Procedure	September 30, 2020
I.A.3	Procurement and Contract Management documents, templates, and forms	September 30, 2020
I.B.1	Section 3 outreach and contracting documentation	November 30, 2020- Construction Phase
I.C.1	NSP Financial reports	May 2020- December 2022
I.C.2	NSP funds requests	July 30, 2022
I.C.3	beneficiary reports	December 30, 2022
I.C.4	semi-annual, quarterly, and monthly program reports	May 2020- December 2022
	Semi-annual Reports-6 reports	
	Quarterly Reports-12 reports	

	Monthly Reports -32 reports	
Support	Staff Support for Task I (as needed) 1,000 Hours	
II.A.1	Five-Year Operations Plan for Non-profits and Agency Service Providers	May 30, 2022
II.A.2	Emergency Response Plan	February 28, 2022
II.A.3	Ancillary Use Plan	February 28, 2022
II.A.4	Maintenance Plan	February 28, 2022
Support	Staff Support for Task II (as needed) 420 Hours	
III.A.1	Public Information File	May 2020- December 2022
Support	Staff Support for Task III (as needed) 80 Hours	
IV.A.1	Response to any monitoring requests, finding and concern reports/memos, verification of clearance of any monitoring findings/concerns	May 2020- December 2022
Support	Staff Support for Task IV (as needed) 500 Hours	

EXHIBIT B

BUDGET

Phase II NSP Work

Budget for Scope of Work

Task	Hours	Amount
Procurement and Contract Management Support	275	\$41,250
Section 3 Documentation and Support	175	\$26,250
Reporting and Financial Management Support	350	\$52,500
Operations Plans	275	\$41,250
NSP Closeout	125	\$18,750
Monitoring Support and Response	75	\$11,250
Total	1275	\$191,250

If additional work is required, rates listed below will be utilized and billed on a time and materials basis. Additional travel requested outside of the trips outlined in the proposal will also be billed at the hourly rates provided with travel costs and standard Federal per diem reimbursement.

Hourly Rates cost Schedule	Hourly Rate
Adams Ashby Group, Inc.	
Lorie Adams/Paul Ashby	\$125
Support Staff	\$75
KW Consultants, LLC	
Kathleen Weissenberger	\$175
Harsany & Associates, LLC	
Doug Harsany	\$165

Consultant agrees to meet all administrative milestones set forth in any State NDR-CDBG contracts made part of this agreement.

ANTI-LOBBYING CERTIFICATION

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, 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



Signature



Date

CDBG TERMS AND CONDITIONS**1. Effective Date and Commencement of Work**

This Agreement is effective upon approval by the Board of Supervisors.

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

2. Sufficiency of Funds and Termination

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

3. Termination for Convenience and Enforcement

- A. Except as provided in CFR 200, awards may be terminated in whole or in part only as follows:
 - 1) The Department with the consent of the Consultant or Subgrantee in which case the two parties shall agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

- 2) By the Consultant or Subgrantee upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either CFR 200 or paragraph (A) of this Section.

B. Enforcement for noncompliance may include the following remedies if a Consultant or Subgrantee materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances.

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Subgrantee or more severe enforcement action by the awarding agency.
- 2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the Consultant's or Subgrantee's program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.
 - a. Hearings, appeals. In taking an enforcement action, the awarding agency will provide the Consultant or Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Consultant or Subgrantee is entitled under any statute or regulation applicable to the action involved.
 - b. Effects of suspension and termination. Costs of Grantee or Subgrantee resulting from obligations incurred by the Consultant or Subgrantee during a suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Consultant or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:
 1. The costs resulting from obligations which were properly incurred by the Consultant or Subgrantee before the effective date of suspension or termination, are not in anticipation of suspension or termination; and, in the case of a termination, are noncancelable, and,

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

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

4. **Litigation**

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

5. **National Objectives**

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

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

6. **Waivers**

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

7. **Uniform Administrative Requirements**

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines and requirements of CFR 200 which includes OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of federal funds under this part.

8. **Non-Performance**

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

Prior to closing out this Agreement, the Department shall review the actual National Objective and/or Public Benefit achievements of the Consultant or Sub-grantee if applicable.

9. **Affirmatively Furthering Fair Housing**

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

10. **Equal Opportunity Requirements and Responsibilities**

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promotes fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis

of familial status for those housing developments that qualify as housing for person's age 55 or older.

- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063:** This Executive Order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This Executive Order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246:** This Executive Order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

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

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

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of this Part and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the Appendix to this Part, as appropriate, to reach the goals set

forth in Section 135.30.

Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.

- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this Part and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Documenting actions taken to comply with the requirements of this Part, the results of those actions taken and impediments, if any.
- F. A Consultant which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this Part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this Part.

12. **Environmental Compliance**

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

Solid Waste Disposal Act: Consultants and Sub-grantees 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

13. **Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C.

1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

14. Relocation, Displacement, and Acquisition

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

15. Compliance with State and Federal Laws and Regulations

A. The Contractor or Sub-grantee agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Sub-grantees, contractors subcontractors, and the grant activity, as well as any other State provisions as set forth in Exhibit C.

B. The Contractor or Sub-grantee agrees to comply with all federal laws and regulations applicable to the CDBG-NDR Program and grant activity(ies), and with any other federal provisions as set forth.

16. Federal Labor Standards Provisions

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) The Act prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The Act also provides that the inclusion of kickback amounts in contract prices are prohibited conduct in itself. This Act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that worker receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the

administration and enforcement of the Davis-Bacon Act, as amended.

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

17. Prevailing Wages

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

18. Lead Based Paint Hazards

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

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

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Consultant or Sub-grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect

to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Consultant or Sub-grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

20. Conflict of Interest of Certain Federal Officials

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

21. Anti-Job Pirating Certification

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

22. Anti-Lobbying Certification

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

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

- B. If any funds other than federally 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.

23. Bonus or Commission. Prohibition Against Payments of

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

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

24. Contractors and Subrecipients

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

subcontractors shall comply with the applicable provisions of the California Labor Code.

- 2) Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
- 3) Maintenance, if so, required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.
- 4) Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 11 of this Agreement.

C. Contractors shall:

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

D. Subrecipients shall:

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

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

All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace by taking the following steps:

- 1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against

employees who violate the policy.

- 2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- 4) Notify the contracting or granting agency within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

25. Insurance

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

26. Periodic Reporting Requirements

During the term of this Agreement, the Consultant or Sub-grantee must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Consultant or Sub-grantee performance under this Agreement will be based in part on whether it has submitted the reports on a timely basis. These reports include but are not limited to the following:

- A. Annual Performance Report (APR): Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- B. Annual Section 3 Reports: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- C. Annual Minority Owned Business/Women Owned Business (MBE/WBE) Report: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.

- D. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.

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

27. Monitoring Requirements

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

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

28. Inspections of Grant Activity

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

A. The Department shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, State and/or local requirements and this Agreement.

B. The Department agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor, subcontractor, or sub-recipient, respectively, until it is so corrected.

29. Access

Access by the Department, the Subgrantee, the federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit,

examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i) (10).

30. Audit/Retention and Inspection of Records

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

B. The Consultant or Sub-grantee agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Consultant or Sub-grantee agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Consultant or Sub-grantee further agrees to maintain such records for a minimum period of five (5) years after the Department notifies the Consultant or Sub-grantee that the HUD/HCD contract has been closed. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Consultant or Sub-grantee. Expenditures for grant activity(ies) not described in Exhibit A shall be deemed authorized if the performance of such grant activity(ies) is approved in writing by the Department prior to the commencement of such grant activity(ies).

D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowance of any expenditure shall be final.

E. For the purposes of annual audits under 2 CFR 200 Subpart F-Audit Requirements Consultant or Sub-grantee, Grantee shall use the Federal Catalog number 14.228 for the State CDBG Program.

F. Pursuant to 2 CFR Subpart F-Audit Requirements, the Consultant or Sub-grantee shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. Audit costs for this Agreement are general administration expenses and are subject to the general administration expenditure limits associated with this Agreement. The costs of the CDBG-NDR related portion of the audit may be charged to the Program in accordance with 2 CFR Subpart F-Audit Requirements and Section 7122 of Title 25 CCR.

- G. Notwithstanding the foregoing, the Department will not reimburse the Consultant or Sub-grantee for any audit cost incurred after the expenditure deadline of this Agreement.
- 1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
 - 2) If there are audit findings, the Consultant or Sub-grantee must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Consultant or Sub-grantee in writing. If the Department is not in agreement, the Consultant or Sub-grantee will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
 - 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
 - 4) If so, directed by the Department upon termination of this Agreement, the Consultant or Sub-grantee shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

31. Signs

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

32. Citizen Participation

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

33. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said Act, for use in an area identified by the

Federal Emergency Management Agency (FEMA) as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.

- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by FEMA as having special flood areas and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

34. Procurement

The Consultant or Sub-grantee shall comply with the procurement provisions in 2 CFR 200.318-326 Federal Procurement Standards.

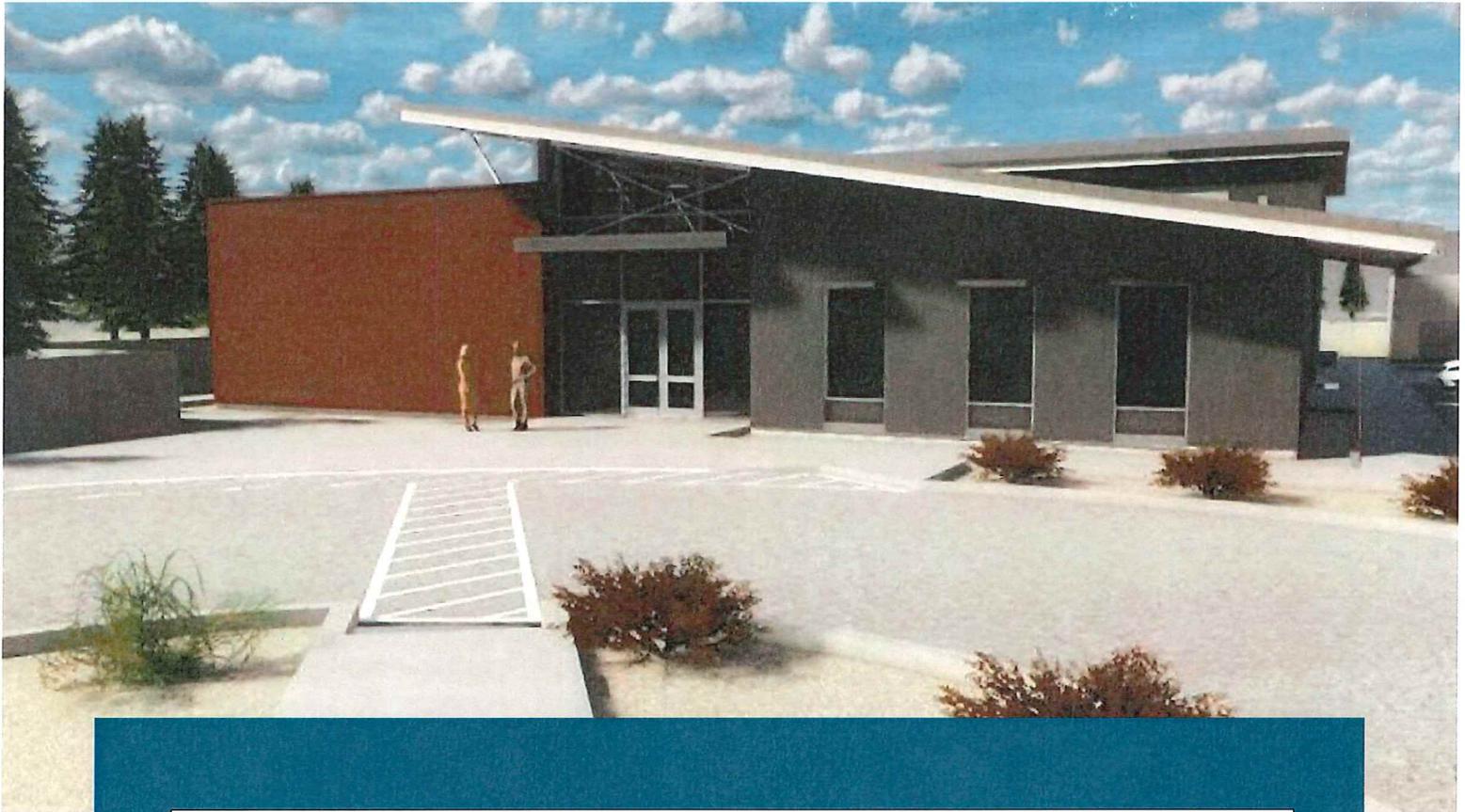
35. Obligations of Grantee with Respect to Certain Third Party Relationships

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

36. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and

Conservation Act (Pub. L. 94-163, 89 Stat. 871).



**Proposal for CDBG Consulting Services
in Support of Development of
Groveland Community Resilience Center**

In coordination with the following:
Submittal Date: April 13, 2020

Adams Ashby Group, Inc.
KW Consultants, LLC
Harsany & Associates, LLC





April 10, 2020

Maureen Frank
Deputy County Administrator
County Administrator's Office
2 South Green Street
Sonora, CA 95370

Re: Request for Proposal –CDBG Consultant Services

Dear Ms. Frank:

Thank you for including the Adams Ashby Group in your Request for Proposal for CDBG Consultant Services in Support of Development of Groveland Community Resilience Center. We have brought a team together to meet the needs of the County and support the project to the highest level. We are pleased to submit the following proposal for your consideration.

As you review the proposal and qualification – you will find that our team provides the necessary technical experience and expertise, coupled with practical application and knowledge, to fulfill the tasks outlined and to provide your agency the highest quality of service. Key features of our team include:

- Two nationally recognized “CDBG Subject Matter Experts”
- Combined 30 years of service providing CDBG training and technical assistance
- Combined 50 years of community development and management experience
- Former State CDBG/CDBG-DR Director and NSP Program Manager

As outlined in the Request for Proposal, we are submitting the enclosed, presenting our qualifications, and providing the information requested. Additionally, this letter certifies that all statements contained in the attached proposal are true and correct to the best of our knowledge, and we will comply with applicable State/Federal requirements to the best of our ability.

Warmest Regards,

Lorie Ann Adams

Lorie Adams
Principal

Adams Ashby Group, Inc.
770 L Street, Suite 950
Sacramento, CA 95814
(916) 449-3944

ladams@adamsashbygroup.com

Tab A: Firm's/Person's Qualifications

Project Team

Adams Ashby Group, Inc.

Lorie Ann Adams

770 L Street, Suite 950

Sacramento, CA 95814

P: (916) 449-3944

E: ladams@adamsashbygroup.com

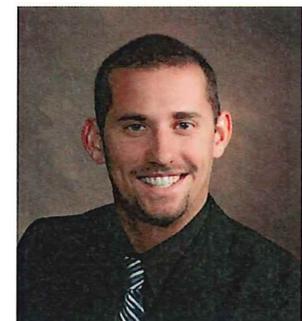


Centrally located within the State – with offices in Sacramento and Yuba City – Adams Ashby Group, Inc, has been designed to service clients from the inception of a project, through planning to design, access funding, and provide project coordination, administration, implementation and finally close-out. We have extensive experience implementing projects and programs within HCD including over 90 million in CDBG funding. Lorie Ann Adams will be the main contact for the project and Paul Ashby will work to support the project as needed. We have assembled a team to include the industries brightest talents to ensure your project is a success and meets required regulations and supports your team throughout the process.

Together, this team, will provide the County of Tuolumne over 50 years of community development experience and knowledge that is outlined in the following pages. Adams Ashby Group, Inc is a full-service firm and our background, coupled with our partners will provide you with the exact knowledge base you need for project success.



Each partner was selected to ensure the needs outlined in the Request for Proposal were met to the highest degree. The outlined scope of work is unique and requires a special skill set and program knowledge to ensure it is executed per the contract and multiple layers of regulations. Assignment of task to each consultant is provided, in detail, under Tab E. Together, we will provide this service to the County of Tuolumne over the next three years and look forward to the ribbon cutting!



KW Consultants, LLC

Kathleen Weissenberger

1214 North Bancroft Street

Indianapolis, IN 46201

P: (317) 730-4837

E: kathleen@kw-consultants.com



KW Consultants LLC is a full-service grant consulting firm specializing in federal programs. Ms. Weissenberger founded KW Consultants LLC in 2015 after spending the previous 10 years serving as the Director of Grant Services and State Director of the Community Development Block Grant (CDBG) and CDBG Disaster Recovery (CDBG-DR) Programs for the Indiana Office of Community and Rural Affairs. Ms. Weissenberger combines her subject matter expertise, training and facilitation skills and community development knowledge to provide a wide range of services to her clients.

Ms. Weissenberger has a history of program development and implementation and vast experience with CDBG and CDBG Disaster Recovery Programs. As State CDBG Director, she was responsible for the design, implementation and ongoing compliance monitoring for four separate CDBG programs, including two CDBG Disaster Recovery allocations totaling more than \$700 million.

KW Consultants offers its clients customized support in all aspects of the Community Development Block Grant (CDBG/CDBG-DR) Programs and other initiatives. Whether a client is seeking an objective analysis of existing programs, assistance in developing and implementing new programs, or staff training on statutory and regulatory requirements, KW Consultants has a solution to meet their needs.

Kathleen has instructed several national-level CDBG training courses, including CDBG Cross Cutting Issues, Basically CDBG for States, CDBG Boot Camp and CDBG Sub-Grantee Training. Ms. Weissenberger also developed and delivered CDBG-DR 101 for a variety of national consulting firms.

KW Consultants also provides grant writing and grant administration services to local units of governments, having managed eight CDBG funded community development projects since 2016.



Harsany & Associates

James Douglas Harsany Jr, AICP

5415 St. Andrews Drive

Westerville, OH 43082

P: 614.406.9022

E: doug@harsanyassociates.com



Harsany & Associates is a firm that was formed to provide strategic planning direction, guidance to project funding and development, program/project management services, technical assistance, research & analysis support, financial assessment and management, and training to states, local governments, and non-profit entities involved in community revitalization, economic growth, and real estate development efforts. Here are a few of the things that sets our firm apart from others providing similar services:

- We think broadly about organizational needs and challenges and utilize a holistic approach to connect you to best practices in the fundamental areas of assessment, planning, implementation, management and evaluation.
- We help you to achieve effective results by integrating the core competencies of organizational management, strategy, and leadership skills with practice area expertise.
- We provide analysis of finances and financial management processes, helping organizations understand what their financial reports are saying today and guiding them to where they want to be tomorrow.
- We guide you through an individualized approach, because we recognize that both your organization and your needs are unique.

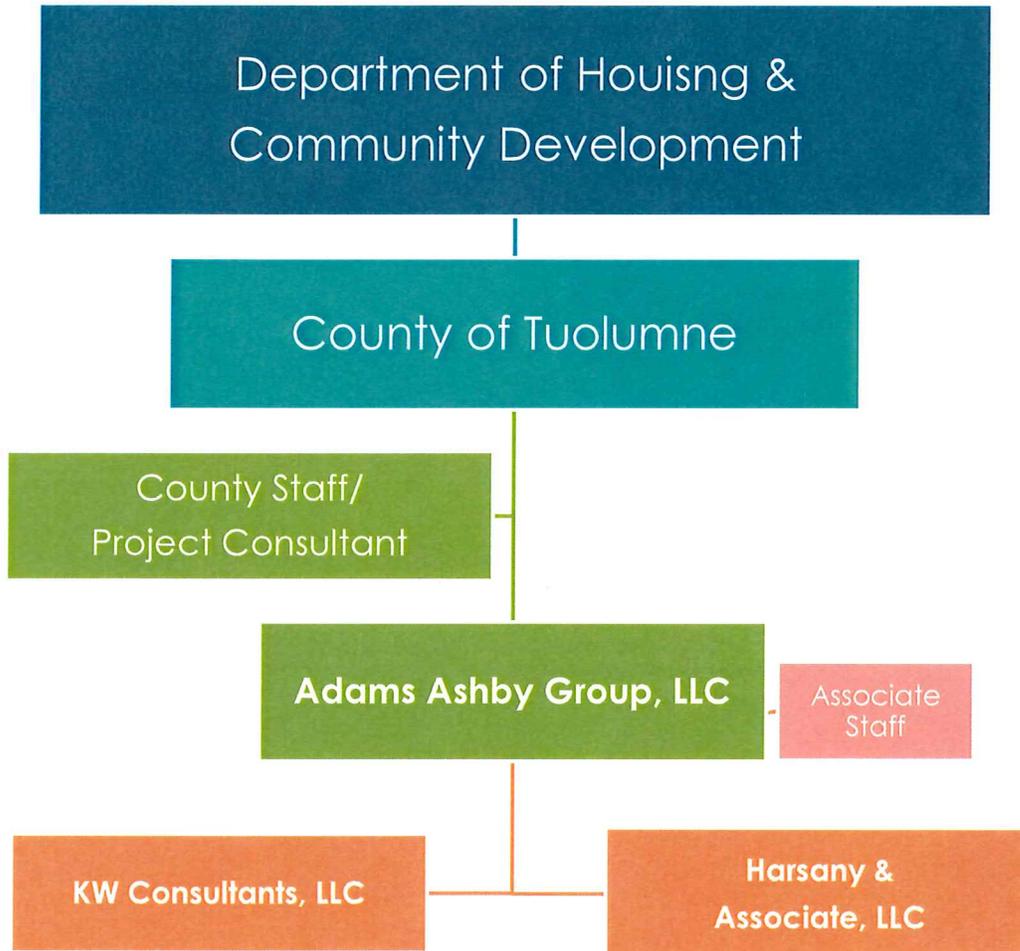
Harsany & Associates also brings decades of practical experience to organizations. At our core we are problem solvers. Let us know how we can assist you in solving your next challenge. We are both experienced practitioners and skilled consultants.

Doug Harsany, Founder and President

Doug founded Harsany & Associates, LLC in 2010. Doug is an expert in project development and construction, and in the Neighborhood Stabilization Program (NSP) and the Community Development Block Grant (CDBG) Program. Not only did he manage the Neighborhood Stabilization Program Grant programs for the State of Ohio, totaling \$116 million for NSP1 and \$25.4 million in NSP2, but he has guided many NSP and CDBG funded projects and programs to successful completion in his years with Harsany & Associates.



Project Team Organizational Chart



Project Team Experience Matrix

	Lorie Adams	Paul Ashby	Doug Harsany	Kathleen Weissenberger
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT				
CDBG Entitlement and Non-Entitlement Programs	25	12	22	14
Section 108 Loan Guarantee Program	0	0	2	6
CDBG-Disaster Recovery legacy (pre-2017)	11	11	8	9
CDBG-Disaster Recovery program	10	5	0	3
CDBG-National Disaster Resilience program	0	0	0	1
Administering CDBG Program	25	12	12	14
Administering CDBG-DR Program	0	0	7	9
TA on CDBG/CDBG-DR or Section 108 Programs	0	0	10	13
NSP Program Design	0	0	5	0
Managing an NSP project or program	0	0	6	0
Direct TA Experience on the NSP regulations	0	0	10	0
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY				
Experience conducting investigations, litigation, education or outreach under the Fair Housing Act or laws equivalent to the Fair Housing Act	25	8	11	14
Experience with education of the public or those working with contractors, recipient agencies, eligible residents, and eligible businesses to achieve compliance with the numerical goals and other requirements	25	8	4	14
Affirmatively Furthering Fair Housing	25	8	11	14
CROSS-OFFICE: ENERGY, ENVIRONMENT, RELOCATION, REAL ESTATE, AND OTHER CROSS-OFFICE REQUIREMENTS				
Environmental Reviews for the National Environmental Policy Act (NEPA) and related federal environmental laws and authorities	25	12	11	14
Uniform Relocation Act (URA) and Section 104(d) requirements	25	8	10	14
Economic Opportunities for Low/Very-Low Income Persons (Section 3)	25	8	4	14
Davis Bacon	25	12	10	14
ADDITIONAL				
Construction Management	20	7	19	0
Experience coordinating with public, private, and philanthropic sectors on community driven projects.	25	12	20	14
Development of Policies, Procedures and Planning	25	12	22	30

Tab B: Experience & References

As outlined above in our Team Statement of Qualifications, we have assembled a team that provides “boots on the ground” and high-level national expertise to support the County’s project. Together we demonstrate vast experience in the Scope of Work outlined for this program, specifically in CDBG DR and NSP coupled with the programmatic background and significant knowledge of Federal Administrative Regulation. With this, we believe you will find all your needs are met. Below we have provided reference provided by each team member for your review and contact.

Adams Ashby Group

City of Firebaugh

Ben Gallegos, City Manger

Rita Lozano, City Clerk
1133 P Street
Firebaugh, CA 93622
Phone: (559) 659-2043

2009-2020

We have worked with the City for over a period of 8 years assisting with the implementation of the various housing programs and a variety of infrastructure projects in the City. Administration and implementation of more than \$20 million in infrastructure projects including labor compliance. We have prepared numerous applications for funding under DWR, Stewardship Council, RZH and Park Funds, HOME, CDBG, and Caltrans. We provide data and support information to ensure the housing element recommendations are implemented as well as development of strategies based on the current needs of the community.

CDBG Experience:

09-STAR-6389: CDBG-R
Public Infrastructure Project
10-STBG-6714: Public Infrastructure Project
11-PTEC-7623: Planning Technical Assistance
12-CDBG-8389: Public Infrastructure Project
15-CDBG-10568: Public Infrastructure Project
17-CDBG-12016 – Public Infrastructure Project
18-CDBG-12995 – Public Infrastructure Project

City of Lakeport

Margaret Silveira, City Manager

225 Park Street
Lakeport, CA 95453
Phone: (707) 263-8841

2009-2020

The Adams Ashby Group provides the City of Lakeport with support in administering and delivering the city’s housing programs and public infrastructure projects using CDBG, HOME, and USDA funding for a total of \$10 million dollars. Throughout this contract we have provided the following: on-site training for staff, update and submission of program guidelines, complete environmental documents, Section 3 implementation, project reporting, and administration through closeout and program audit with no Findings.

Branagh Construction
Chris Nelson

Finance Officer
750 Kevin Court
Oakland, CA 94621
Phone: (510) 638-6455

2012-2014

Resources for Community Development
Brian Saliman

Senior Project Manager
2220 Oxford Street
Berkeley, CA 94704
Phone: (510) 841-4410
Fax: (510) 548-3502

City of Alameda
Miriam Delagrange

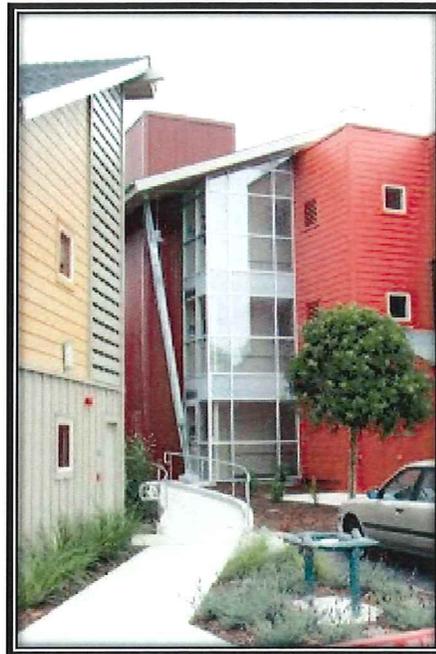
Housing Development & Community
Programs
2263 Santa Clara Ave. Rm. 120
Alameda, CA 94501
Phone: (510) 747-4341
Fax: (510) 522-7848

Lorie Adams has worked with Branagh on two projects for First Community Housing. We have listed them as a reference to provide a perspective on the "other" side of the compliance process and to demonstrate our success in working with projects and training of contractors and sub-contractors regarding compliance issues related to DIR, DOL and Section 3 Compliance.

Alameda, CA

January 13, 2012

The project is a joint project of the City of Alameda and Resources for Community Development. The project is a rehabilitation of a 40-year-old hotel and will be transformed into 61 studio apartments for one- and two-person households. The project was just over one year. We conducted the pre-construction meeting and trained contractors on Section 3 compliance and conducted pre project outreach. Staff provided on-site interviews and all audits were completed with no finding.



*Bay Avenue Senior Housing
project – Capitola, CA
Adams Ashby Group*

KW Consultants, LLC

Connecticut Department of Housing

Dominic Carew, Program Manager

505 Hudson Street
Hartford, CT 06106
Phone: (860) 270-8164
Email: dcarew@ct.gov

2017-2019

Conducted multiple projects for the State of Connecticut including:

- Development of an internal policy and procedures manual for CDBG.
- Development of a CDBG Grants Management Manual for sub-grantees.
- Development and delivery of a 3-day CDBG training for sub-grantees.
- Development and delivery of a 1-day Environmental Review training for sub-grantees.
- Development of a revised application format and rating and ranking methodology to increase expenditure.

Town of Roann

Bob Ferguson, Clerk Treasurer

110 North Chippewa Street
Roann, Indiana 46974
Phone: (765) 833-2100
Email: bferguson@roannin.us

2016-2018

KW Consultants provided the Town of Roann with support in administering two separate CDBG funded grant projects. The Town of Roann implemented a wastewater system improvement project and the demolition of a blighted building. Both projects required a HUD environmental assessment, acquisition under URA, Section 3 implementation, labor standards compliance, implementation of an affirmatively furthering fair housing activity, project reporting, and administration through closeout and program monitoring with no Findings.

State of New Hampshire

Alex Jette, Compliance Manager

14 Dixon Avenue
Concord, NH 0331
Phone: (603) 226-2170
Email: ajette@nhcdfa.org

2018-2019

Conducted multiple projects for the State of New Hampshire including:

- Technical assistance on federal regulatory and programmatic requirements.
 - Development of a CDBG Grants Management Manual for sub-grantees.
 - Development and delivery of a 3-day CDBG training for sub-grantees.
 - Development and delivery of a one-day CDBG training for sub-grantees.
-

Harsany & Associates, LLC

State of Texas

Glynis Laing Vitanza

OCI, HTF & NSP Program Manager
Texas Dept. of Housing/Community Affairs
221 E. 11th Street, Austin, TX 78701
Phone: 512.936.7800
Email: glynis.vitanza@tdhca.state.tx.us

Njeri Santana-Carter

Community Planning & Dev. Specialist
Office of Block Grant Assistance
Dept. of Housing & Urban Development
451 7th Street SW,
Washington, DC 20410
Email: Njeri.Santana@hud.gov
Phone: 202.402.3269

Under a Technical Assistance Contract with HUD, delivered remote and on-site technical assistance to the Texas Department of Housing and Community Affairs (TDHCA) and each of their subrecipient organizations currently holding land-banked properties. Met with each subrecipient to better understand specific challenges, developed a framework clarifying the status of land-banked properties and potential eligible uses, developed a report identifying needs, discussing strategies, and providing recommendations. Also assisted with the development of a land-banking plan and provided support for renegotiated agreements and compliance terms.

2019-2020

City of Lima, Ohio

Susan E. Crotty, CEcD

Director
Department of Community Development
City of Lima
50 Town Square
Lima, OH 45801
Phone: 419.221.5246
Email: susan.crotty@cityhall.lima.oh.us

David J. Berger

Mayor
City of Lima
50 Town Square
Lima, OH 45801
Phone: 419.228.5462
Email: david.berger@cityhall.lima.oh.us

Developed RFP to attract developer using \$500,000 in City funds to leverage a \$17 million project, including multiple funding sources. Guided the City through project selection, proforma development, underwriting and funding. Developed contracts and other legal documents to ensure compliance with all regulations. Managed the project throughout the development/construction process, including development of financial tracking systems, review of draw requests, and project inspections. Set up systems for project monitoring and guided the City through the first monitoring process. The result is the redevelopment of a beautiful, historic, vacant, 11 story building into newly renovated commercial space and 47 apartments, part of them market rate, leveraging additional interest/activity in the downtown.

2015-2020

City of Clearwater, Florida**Geraldine Lopez**

Department Director
 County Administration Building
 1112 Manatee Ave West Ste 300
 Bradenton, FL 34205
 Phone: 941.749.3029
 Email: geri.lopez@mymanatee.org

2012-2013

Assisted the City of Clearwater with multiple development projects that were stalled, and were unworkable, as structured. We made recommendations for project restructuring, held negotiations with developers, requested amendments from HUD, and rewrote legal documents. The projects got back on track, and were successfully completed, and in compliance with regulations.

We also assisted the City in developing new policies and procedures in a variety of areas.

State of Michigan**Michele Wildman**

Senior Vice President
 Community Development
 Michigan Economic Development Corp.
 300 N. Washington Sq.
 Lansing, MI 48913
 Phone: 517.241.4950
 Email: wildmanm1@michigan.org

2010-2011
 and
 2012-2013

Conducted multiple projects for the State of Michigan, including administration guidance and construction management to the State and 11 Cities that were in a consortium for the \$2 million + Neighborhood Stabilization Program (NSP). Guided policy development, developed contract templates, tools, and other documents, assisted with negotiations and project management, etc.

Also assisted the Michigan Economic Development Corporation (MSDC) and the Michigan State Housing Development Authority (MSHDA) in the development of strategies for managing and tracking program income generated through economic development and housing activities undertaken by subgrantees utilizing community Development Block Grant (CDBG) program funds. Monitoring was done to determine compliance issues, new policies and procedures were developed, a revolving loan fund was created, and a system was put into place for tracking the generation and use of funds over time.

Additional Relevant Experience

- Subject matter experts for the CDBG and HOME for the U. S. Department of Housing and Urban Development.
- CDBG Subrecipient training to grantees for the US Department of Housing and Urban Development and Department of Housing and Community Development.
- Development of a company Standard Operating Procedures
- Development of a CDBG Standard Operating Procedures Manual
- Development of a CDBG Grants Management Manual
- Management and reporting functions for a variety of Federal Grant programs

Tab C: Experience w/ CDBG N-DR & NSP

CDBG DR

KW Consultants, LLC

Communities Assisted:
State of Indiana

Dates of Assistance:
2006-2015

Project/Program Funding Source(s)
CDBG/CDBG-DR

State CDBG/CDBG-DR Director

Developed and implemented the first set of standard operating procedures for the State CDBG program. Managed the expenditure, compliance and reporting of over \$700 million during tenure.

KW Consultants, LLC

Communities Assisted:
State of Virginia

Dates of Assistance:
2017

Project/Program Funding Source(s)
CDBG/CDBG-DR

Section 3 Policy Training

Developed and delivered Section 3 training at the Virginia State Housing Conference on behalf of the Department of Housing and Community Development. Topics discussed were regulatory requirements and best practices for implementation.

KW Consultants, LLC

Communities Assisted:
U.S. Virgin Islands

Dates of Assistance:
July 2018-May 2019

Project/Program Funding Source(s)
CDBG-DR

CDBG Technical Assistance

Provided technical assistance to the Housing Finance Authority on their CDBG-DR Action Plan, Program Design, Policies and Procedures, Grant Management Manual, and provided CDBG 101 training to VIHFA staff.

KW Consultants, LLC

Communities Assisted:
Multiple States
(via Council of State
Community Development
Agencies)

Dates of Assistance:
February 2020

Project/Program Funding Source(s)
CDBG-DR

Pre-disaster Collaboration Training

Developed and delivered a one-hour training on the importance of partnering and collaboration before and after a CDBG Supplemental allocation. Topics included models of collaboration and potential partner entities.

CDBG NDR

Harsany & Associates LLC

Community Assisted:

Detroit, MI

Dates of Assistance:

2012-2016

Project/Program Funding Source(s)

NSP, CDBG, HOME, CDBG-DR,
Section 108

Provision of technical assistance and direct grant management for multiple assignments

Examples of work include the following:

Led a team in the establishment of a new process for the funding of rental property development for the City. This included a change in priorities and in the targeting of resources; a new RFP; the creation of scoring and underwriting criteria; the development of new policies and processes; the creation of new commitment letters, contracts, and other documents and tools; and the training and mentoring of staff. This also included a new process for the targeting of housing resources, and integration of this process with the City's broader investment strategy.

Also, one of three leads for a team of a dozen consultants conducting a full assessment of the 100+ employee, seven division, City of Detroit Department of Planning and Development. The goals of the assessment were 1) to provide a restructuring plan in order to maximize the impact of programs in stabilizing Detroit neighborhoods and improving the lives of its citizens, and 2) to position the Department to operate programs efficiently and effectively, and in compliance with regulations and requirements.

NSP

Harsany & Associates LLC

Communities Assisted:

Too many to list, but clinics with many grantees were done in the following locations:

Atlanta, GA (2)

Chicago, IL

Los Angeles, CA

Miami Gardens, FL

San Francisco, CA

Detroit, MI (2)

Denver, CO

Orlando, FL

Dates of Assistance:

2016-2019

Project/Program Funding Source(s)

NSP

Multiple NSP Clinics

Provided both one-on-one technical assistance and follow-up on specific topics, and small group training sessions on a variety of topics. Topics included management of program income, financial management, management of subrecipients, Homeownership, program design, long-term affordability requirements, long-term rental requirements, land-banking, etc.

Harsany & Associates LLC**Communities Assisted:**

Fort Bend, TX
 Fort Worth, TX
 Garland, TX
 Grand Prairie, TX
 Harris County, TX
 Cincinnati, OH
 Elyria, OH
 Euclid, OH
 Toledo, OH
 Birmingham, AL
 Jefferson County, AL
 State of Alabama
 Prichard Housing Authority
 State of Alaska
 Milwaukee, WI

Dates of Assistance:

2016 - 2020

Project/Program Funding Source(s)

NSP

NSP Closeout Technical Assistance

Provided closeout assistance to multiple NSP grantees at various stages of readiness, either on-site or remotely. Conducted interviews with HUD Field office staff and grantees. Reviewed program completion status, financials, DRGR data, program income, etc., and assessed readiness to proceed to closeout. Assisted grantees with addressing impediments to closeout, and in cleanup of data. Guided with pre-closeout issues such as incomplete projects, or projects that did not meet a national objective, planning for land-banked properties, need for program amendments, management of program income, etc.

Harsany & Associates LLC**Community Assisted:**

State of Texas

Dates of Assistance:

2019-2020

Project/Program Funding Source(s)

NSP

Guidance with Land-banking challenges

The State of Texas had multiple subrecipients that were holding land-banked property, and were challenged to get those properties redeveloped.

Harsany & Associates, LLC (Doug Harsany, lead) delivered remote and on-site technical assistance to the Texas Department of Housing and Community Affairs (TDHCA) and each of their subrecipient organizations currently holding land-banked properties. He met with each subrecipient to better understand their specific challenges, developed a framework to clarify the status of land-banked properties and potential eligible uses, developed a report identifying needs, discussing strategies, and providing recommendations. He also assisted with the development of a land-banking plan, and provided support for renegotiated agreements and compliance terms.

Harsany & Associates LLC**Community Assisted:**

Modesto, CA

Dates of Assistance:

2012

Project/Program Funding Source(s)

NSP

Policy guidance & development of legal documents

Reviewed policies and documents, recommended changes, and created new documents, as needed.

Harsany & Associates LLC**Organization Assisted:**

Detroit Land Bank Authority

Dates of Assistance:

2014-2015

Project/Program Funding Source(s)

NSP

Strategies, guidance, policies, and program design

Assisted the Detroit Land Bank Authority (DLBA) in the development of a variety of strategies for addressing troubled properties, including the development of technology and tools to guide and monitor property and asset management; provision of guidance on a variety of compliance and legal issues; establishment of strategies for addressing illegally occupied properties; creation of tools for assessing and building capacity of non-profit partners; development of a strategy for the sale of properties to developers through a negotiated relationship with the National Community Stabilization Trust; and giving of assistance in maintaining compliance, consolidation of conflicting databases and managing of files.

Harsany & Associates LLC**Community Assisted:**

Clearwater, FL

Dates of Assistance:

2012-2013

Project/Program Funding Source(s)

NSP, CDBG, HOME

Project development and policy guidance

Assisted the City of Clearwater with multiple development projects that were stalled, and were unworkable, as structured. We made recommendations for project restructuring, held negotiations with developers, requested amendments from HUD, and rewrote legal documents. The projects got back on track, and were successfully completed, and in compliance with regulations.

We also assisted the City in developing new policies and procedures in a variety of areas.

Harsany & Associates LLC**Community Assisted:**

Davie, FL

Dates of Assistance:

2012

Project/Program Funding Source(s)

NSP

Program design and policy development

We reviewed the City's program design, policies, and a variety of documents, and made recommendations for changes. We assisted with implementation strategies, as needed.

Harsany & Associates LLC**Community Assisted:**

Milwaukee, WI

Dates of Assistance:

2011

Project/Program Funding Source(s)

NSP

Policy development and program design

Guided the City with policy development around disposition strategies for properties, and for program design considerations around a lease-purchase program.

Harsany & Associates LLC**Community Assisted:**

Canton, OH

Dates of Assistance:

2011-2012

Project/Program Funding Source(s)

NSP

Financial Management

Provided extensive technical assistance to the City of Canton, Ohio to strengthen their financial management systems. Following review of their systems and interviews with staff, solutions included our assistance in the development of tracking systems, dashboards, and other tools to help them to organize and expedite processes; staff mentoring and training; process mapping to clarify roles and timelines; reassignment of staff to better fit capabilities, personalities, and address staff overload; and meetings with other departments involved in the process to clarify expectations. New financial systems were put into place.

Harsany & Associates LLC**Community Assisted:**

Mesa, AZ

Dates of Assistance:

2011-2012

Project/Program Funding Source(s)

NSP

Policy development, implementation, and training

Reviewed current practices and developed a policy and procedure manual for the City of Mesa, Arizona including detailed guidance and tools on the development and monitoring of homeownership and rental properties. Also provided technical assistance and training to subgrantees involved in rental development.

Harsany & Associates LLC**Community Assisted:**

Cook County, IL

Dates of Assistance:

2011

Project/Program Funding Source(s)

NSP

Construction Management Systems

Assisted the County by reviewing current development and construction practices, and by making recommendations for substantive changes. Assisted with the implementation of these changes, and the addressing of multiple challenges. Guided the County into compliance with requirements, and to a viable approach to construction management.

Harsany & Associates LLC**Community Assisted:**

State of Michigan, and consortium of 11 Cities

Dates of Assistance:

2010-2011

Project/Program Funding Source(s)

NSP

Program design and construction management

Extensive, on the groundwork with the State of Michigan and 11 Cities that were in a consortium for the \$2 million + Neighborhood Stabilization Program II (NSP2). Worked together to develop a workable program design, guide program administration, construction management, and policy development. Developed contract templates, tools, and other documents. Assisted with negotiations and project management, problem solving, etc.

Tab D: Project Approach

Lorie Adams of Adams Ashby Group, Inc. will be in the lead contact for this contract and will coordinate all project activities between our team and the County. Our team is prepared to begin work upon contract award and understand the first few steps are needed to move the project forward and meet construction deadlines. The project Scope of Work, simply stated, is outlined with four main categories:

1. Grant Administration
 - a. Procurement/Contract Support
 - b. Section 3 Compliance
 - c. Reporting/Financial Management
2. Operation Plans
3. NSP Grant Closeout
4. Monitoring Support and Responses

Provided in the narrative below we have detailed our project approach to each of the tasks as requested. We additionally have included in our plan a local kick-off meeting to review the entire project with all project members and to fully discuss the project priorities, obtain documents, and formalize the project approach to ensure it integrates with the County Teams schedule and current tasks underway.

Scope Task	Approach	Team Lead
I. General Administration		
I.A.1 Procurement/Contract Management Support	<p>Based on the expected due date of September 30, 2020 – our team will begin quickly on updating the Tuolumne County Procurement Policies. We will obtain a copy of the current policy and provide the necessary amendments to the policy to bring the policy into compliance and meet the standard for both federal programs and special appropriation programs, including but not limited to the following:</p> <ul style="list-style-type: none"> • Procurement Methods and Standards for Federally Funded activities • Independent Cost Estimating • Documenting Duplication of Benefits • Procurement Documentation and Records Management • Contract development and execution requirements 	<p>Lorie</p> <p><u>Support</u></p> <p>Doug</p> <p>Kathleen</p>

<p>I.A.2</p> <p>Contract Management Policy & Procedures</p>	<p>The Contract Management Policy and Procedure will begin at the same time as the Procurement Policy as the two are supportive of the other. We will review the current policy and procedures in place, meet with staff to gather current forms/processes used and determine how to integrate these into the updated Policy & Procedure process. The Policy and Procedure will outline the process to administer construction contracts, professional services contracts, and subrecipient agreements in compliance with federal requirements. The Procedure Manual will additionally provide sample, Federal/State contract language, letters, checklists, and reports for the monitoring of the agreements. By integrating the County current forms, documents, and processes into the procedures we will provide a seamless implementation process. Additional items to be included in the policy include but are not limited to:</p> <ul style="list-style-type: none"> • Contract performance expectations and metrics • Change Order management, review, and approval procedures • Cost Estimating standards and procedures for Change Orders • Other relevant contract management best practices, policies, and procedures 	<p>Lorie</p> <p><u>Support</u></p> <p>Kathleen</p> <p>Doug</p>
<p>I.A.3</p> <p>Procurement and Contract Management Documents/Template/Forms</p>	<p>Understanding that the processes outlined in I.A.1 and I.A.2 are an integral part of what is needed for the inclusion in the Bid/Plan document being prepared for bid release, we will focus on the development of these key documents first in our process of updating the policies above. This will ensure all required contract language will be included prior to the release for bid.</p> <p>Additionally, some of the items required will be ongoing during the construction process and will work with the County team through the development of the Policy & Procedures above on the items that are currently missing in the processes.</p> <p>Once bids are received Lorie will coordinate with the County team to ensure the contractor documentation is in order prior to award, review the engineer's analysis of bid to ensure the lowest responsive bidder</p>	<p>Lorie</p> <p><u>Support</u></p> <p>Kathleen</p> <p>Doug</p>

	was identified and attend the weekly construction meetings via teleconference a needed to ensure compliance with construction milestones, draw requests, labor compliance and overall performance.	
I.B.1 Section 3 Compliance	<p>Development and implementation of Section 3 will begin once the contract is executed. In order to conduct outreach prior to the invitation to bid release, Kathleen will begin establishing the outreach list to coordinate with local organizations and service providers.</p> <p>As the implementation and outreach is executed Kathleen will provide tracking documentation as evidence of the efforts taken to achieve the Section 3 goals. This will include a listing of eligible businesses contractors can utilize to obtain proposals/bids from as and a listing of potential employment resources to fill open positions.</p> <p>In most Federal Procurement processes – contractors are not aware of how to meet the goals of Section 3 – our team has an extensive background and established tools to support and train the contractors in meeting this requirement.</p>	<p>Kathleen</p> <p><u>Support</u></p> <p>Lorie</p> <p>Doug</p>
I.C.1 Public Information File	<p>The Pubic Information File begins at the time the Notice of Funding is released. We will work with the County team to obtain the documents needed and build the file both electronically and hard copy to allow for the file to be maintained for public access via a portal and/or a hard copy to be maintained at the County office for public access.</p> <p>Our practice is to develop two files:</p> <ol style="list-style-type: none"> 1. Static file: Houses the required regulations and general program requirements 2. Project file: Include the public data required for this specific funding source. <p>The file will be maintained throughout the term of the project through final closeout of the project and final action taken by the Board of Supervisors.</p> <p>We will work with the County on an online depository for all Public Information files to be located on the County website.</p>	<p>Lorie</p> <p><u>Support</u></p> <p>Doug</p> <p>Kathleen</p>

<p>I.C.2 NSP Funds Request</p>	<p>Reporting is an ongoing requirement through the life of the contract. Our team will coordinate with the County Team on the reporting process and at our kick off meeting and establish a report schedule and assignment process. This process will allow for the financial data to be provided as well as other required collection of data to without overwhelming the county fiscal staff with multiple requests for data and back up documentation. Our team will provide the following:</p> <ul style="list-style-type: none"> • Prepare and review NSP funds requests as needed • Support County Staff in maintaining and reconciling project budgets, supporting the expenditures specifically related to NSP • Review financial records for federal fund administration and ensure compliance • Prepare and review financial reports, fund balance reports, and other financial reports as needed for compliance with federal fund administration 	<p>Doug</p> <p><u>Support</u></p> <p>Lorie</p> <p>Kathleen</p>
<p>I.C.3 NSP Beneficiary Reports</p>	<p>Meeting the required objective of the grant funds is a critical part of the reporting process. We will coordinate with the County team to collect the necessary data on beneficiaries, again to minimize the numerous requests for data from individuals, and prepare the required beneficiary reports as required.</p> <p>We are aware of the various funding layers provided on the project and will support the County team in the completion of other semi-annual, quarterly and monthly reports as required.</p>	<p>Doug</p> <p><u>Support</u></p> <p>Lorie</p> <p>Kathleen</p>
<p>I.C.4 General Reporting</p>	<p>Establishment of a report matrix will be created at our kickoff meeting or shortly thereafter with report assignments outlined to ensure we are all focusing our efforts and data efficiently.</p> <p>The process will also ensure that we are reviewing and tracking beneficiary and other reporting requirements to determine reports are submitted on time, are complete, and meet formatting and documentation standards as outlined by the funding agency.</p>	<p>Lorie</p> <p><u>Support</u></p> <p>Doug</p> <p>Kathleen</p>

II. Operation Plans		
<p>II.A.1 Five-year Operation Plan</p>	<p>Understanding the operations of the building is critical in the management over the life of the project. For the grant purposes a Five-Year plan is required to ensure the project will meet their objectives and have a plan in place should deficiencies arise. Our team will develop a plan to meet these requirements prior to the completion of construction in May 2022.</p> <p>We will work with County staff and facilities operations as necessary to ensure all elements of the use limitation plan are developed that will benefit the County and organizations at the highest level. The plan will provide at a minimum but not limited to:</p> <ul style="list-style-type: none"> • Identify the services that will be available in the CRC and the service providers that will be contracted to provide those services. • Working with the identified services, Identify funding sources along with potential funding gaps. • Include a strategy for service provider turn-over that helps ensure the services will continue to be available in the community. Identifying potential partners to fill gaps should they occur. <p>Two items provided in the RFP Scope of Work narrative have been included under the Contract Management Policy & Procedures.</p> <ul style="list-style-type: none"> • Provide a governance mechanism for service provider oversight and coordination that includes roles and responsibilities for CRC administrators and the County (add to Contract Management Policy & Procedures) • Provide a template subrecipient agreement(s) or similar contract(s) for service providers that is compliant with the most common state and federal funding sources for those services. (will be established under the Contract Management Policies & Procedures) 	<p>Lorie</p> <p><u>Support</u></p> <p>Doug</p> <p>Kathleen</p>
<p>II.A.2 Emergency Response Plan</p>	<p>Emergency Response Plan development is a process that includes a variety of contacts within the County organization. Throughout the contract term our Team will work to gather the necessary data, meet with the</p>	<p>Kathleen</p>

	<p>required individuals, draft the plan and submit for review and revisions. The steps will be as follows:</p> <ul style="list-style-type: none"> a) Determine the contact team that will need to provide information to support the plan. b) Evaluate the current plan draft, procedures to be included, incidents in the county and required response drill data. c) Identify hazards including the need for transportation d) Outline Emergency Resources and uses of the facility to include: <ul style="list-style-type: none"> a. Emergency response coordination procedures for when the facility is used as a headquarters b. Expectations for different emergency conditions (extended power outage, extreme heat, flood, fire, etc.) c. Emergency response configurations for different uses (multi-agency staging ground, temporary emergency housing, emergency resource center, etc.) d. Short- and Long-Term emergency coordination strategies e) Review Codes and Regulations to be included f) Training Program Requirements g) Communication Plan including and communications plan for vulnerable residents h) Draft Plan i) Publish Plan (February 2022) 	<p><u>Support</u> Doug Lorie</p>
<p>II.A.3 Ancillary Use Plan</p>	<p>The identification of ancillary use is part of master planning for a facility. Our team will work with the County team to brainstorm the County needs, and potential interim uses that may be supported by the</p>	<p>Kathleen <u>Support</u></p>

	<p>facility. The Ancillary Use Plan will consider other possible uses including but not limited to:</p> <ul style="list-style-type: none"> • Income generating uses - income tracking, reporting, and reuse • Non-Emergency Community uses (other than uses identified in the Five-Year Operations Plan) • Other proposed public and private uses for the facility <p>The report will be developed during the term of the contract and completed prior to February 2022.</p>	<p>Lorie Doug</p>
<p>II.A.4 Maintenance Plan</p>	<p>A Maintenance Plan is a critical plan that works to protect the main systems of the building. Being newly constructed it is important the plan is implemented and followed to ensure a long life for the building systems. The plan development assumes that a Capital Needs Assessment is being developed by the County.</p> <p>The key points of the plan dictate the schedule for routine maintenance of HVAC, fire suppression, plumbing, and electrical systems, as well as elevators and motors for other equipment within the facility.</p> <p>Regular system checks and maintenance help to avert system failures that can disrupt operations—or worse, pose safety hazards to building occupants. Traditionally, a preventive maintenance approach relies on manufacturer’s recommendations for maintenance procedures and frequency. Standard life spans of equipment will also be outlined.</p> <p>In addition to the plan as described above, the Team will provide the following:</p> <ul style="list-style-type: none"> • A minimum of five-year maintenance budget • Maintenance provider (will this be county staff or a contractor, if a contractor, this should include contract expectations) • Process for updating the plan to ensure a long-term maintenance plan is implemented as the building and systems age and future Capital Needs Assessments will be completed as updates are necessary. 	<p>Doug <u>Support</u> Lorie Kathleen</p>

	The development of this plan will begin after construction reaches at least 70% as many systems will need to be installed and maintenance data available to develop the plan using accurate equipment information. County staff and team will be integrated into the process and coordination will be made to include Engineering, Facilities, contractor and other essential staff to review the plan and provide input. Completion will be shortly after construction has been finalized.	
III. NSP Closeout		
III.A.1 Final Beneficiary Reporting	<p>An exciting time will be reached at closeout – a successful project! Our team will provide support in completing all NSP grant closeout activities, ensuring we coordinate with the County team based on the developed report matrix developed to ensure that we minimize impacts on staff. The closeout reports will be including but are not limited to:</p> <ul style="list-style-type: none"> • Final Beneficiary Reporting • Final Financial Reporting and Funds Requests (ensuring that we balance with County records and other funding sources) • Accomplishment reporting to the County, HCD, and HUD as required • Prepare any required letters and/or memorandum of completions • Include copies of Notice of Completion and Certificate of Occupancy (as applicable) in the public information file. • Verify Grant Closeout with HCD and obtain closeout letter (when available) 	<p>Doug</p> <p><u>Support</u></p> <p>Lorie</p> <p>Kathleen</p>
IV. Monitoring & Responses		
IV.A.1 Monitoring & Report Responses	Monitoring's will be dictated by the funding agencies and our team will work with the County Team to coordinate attendance at the monitoring visits to support the process and ensure compliance. Our budget includes team member attendance at the monitoring(s) and to respond as necessary. Our team is prepared to ensure our work product is available for review on request and to respond to requests from the agencies to support the project. Additionally, we will	<p>Lorie</p> <p><u>Support</u></p> <p>Doug</p> <p>Kathleen</p>

	<p>be proactive in the process of verification of funds requests and authorized payments, balancing financial records, and coordinating with the County Team on all response, findings, concerns or other project administration/implementation needs.</p> <p>We will work with the County Team to coordinate with HCD or HUD to complete these documents to respond to the monitoring and closeout document process until the Close-out letter is obtained from the department(s).</p>	
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Tab E: Qualification of Team

Experience of Firm and Team

Adams Ashby Group – is a group established in June 2009 and brings over 30 years of career experience, building a strong client base who continue to renew contracts. Lorie Adams has been working with the CDBG program since 1991 as a city employee and serving as manager and director for two consultant firms. Lorie continued her implementation and management of programs and projects, launching the Adams Ashby Group with Paul Ashby in 2009.

Ms. Adams has worked closely with California Department of Housing and Community Development (HCD) over the years as a past and present member of the CDBG Advisory Committee as well as providing training during CDBG Conferences to colleagues during conference sessions. Mr. Ashby began his work with the CDBG program in 2006 and has built a foundation of service unsurpassed in the industry. From constructing Head Start Centers, upgrading Water and Sewer Treatment Facilities, management of Public Services, to training staff.

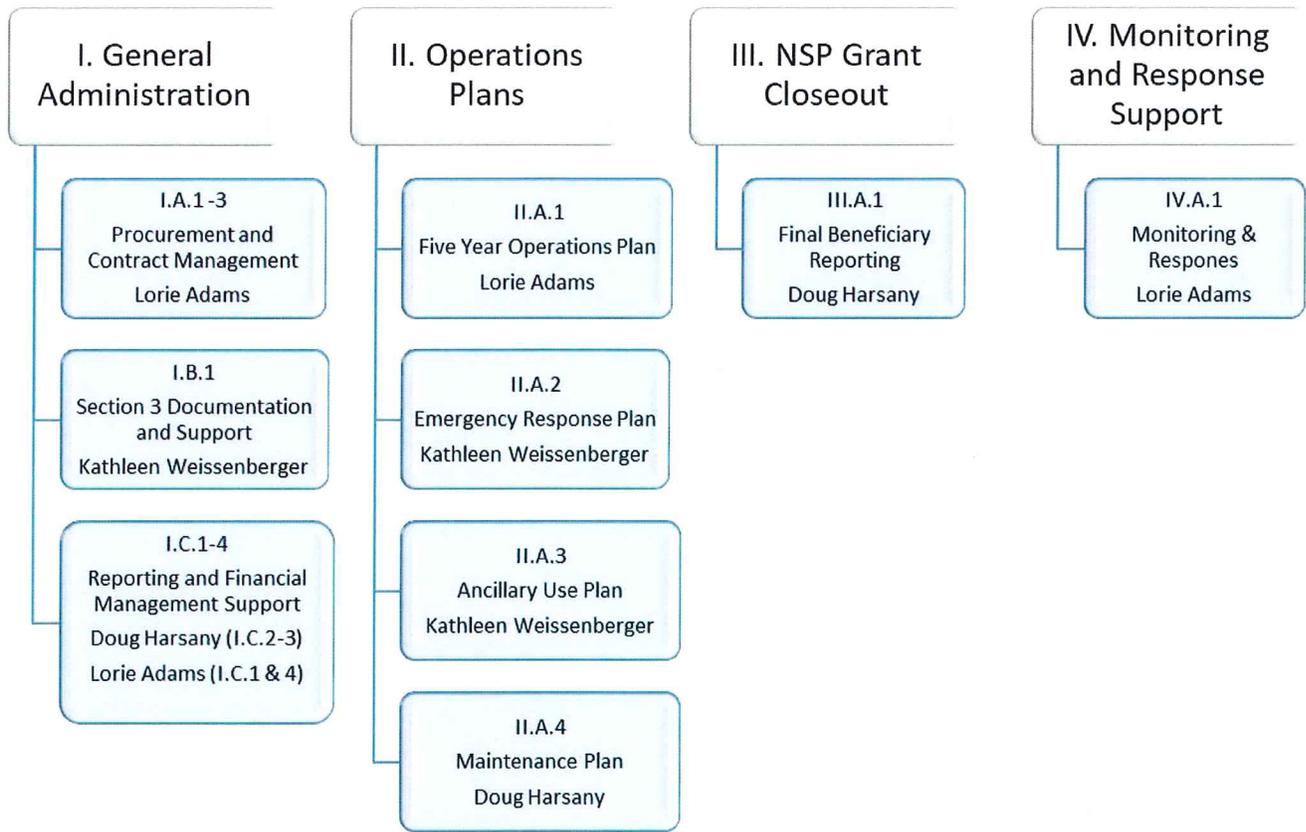
The team we have assembled is unsurpassed in the knowledge of the Federal and State Regulations required for your project to be successful. Our team will ensure communication of the process is clear, and the tools are developed to streamline the process, deliverables are completed on time and on budget and finally, that a complete file management system is in place to fulfill monitoring requirements.

Due to the extensive requirements of the Request for Proposal and the significance of the Groveland Community Resilience Center, Adams Ashby Group, Inc. was extremely selective of the team we brought together to present to the County. It was important the organizations and individuals included in the team brought true depth and understanding of the various funding sources included in the financial structure of the project.

KW Consultants, LLC and Harsany & Associates, LLC together with Adams Ashby Group, Inc. bring extensive knowledge of CDBG, CDBG-DR and NSP. Both Ms. Weissenberger and Mr. Harsany are used by the Department of Housing and Urban Development (HUD) as Subject Matter Experts, provide training in the administration and compliance of CDBG-DR and NSP and currently implement CDBG projects. With Mr. Harsany's background in construction and development, he brings technical expertise to support the construction process including review of cost estimates, bid documents, maintenance plans, operation plans, and emergency response plans.

On the following pages we have provided an Organization Chart for each deliverable and resumes of each team member assigned to this project.

Organizational Chart by Deliverable





Lorie Ann Adams

Principal – Adams Ashby Group, Inc.

Education

AA, Business Administration, Axia College/Yuba College
 BS, Business - Public Administration, University of Phoenix
 HUD HOME Expert Certification (2006)
 School of Real Estate Graduate (2001)

Certifications

CDBG/HOME Annual Workshop/Training Programs (1992-Present)
 HUD Environmental Training Program (2001 - 2009)
 HUD Relocation Training (2002- 2009)
 Environmental Training Courses, University of Davis (2005,2006)
 AJI Network, Santa Clara CA (2005-2006)
 Labor Compliance Workshops HUD/DIR (2004-2013)
 Landmark Education (2006,2007,2009)
 League of California Cities Annual Conference (2006-2013)
 CalTrans Local Assistance Training (2006-2009)

Professional Affiliations

National Grants Management Association Member (2005-2009)
 CDBG Advisory Task Force (1992-1995, Current)
 Live Oak Chamber of Commerce Board Member (1992-1995)
 Yuba Sutter Chamber of Commerce (2006-2008)
 HOME Advisory Task Force (Current)
 Yuba City Planning Commissioner (Current)

Project Experience

Maldonado Regional Park, City of Firebaugh

7 acre regional park project totaling \$5.2 million dollars in funding from federal and state sources. Provided the city with funding from 8 sources to complete the project. All aspects of implementation were managed by to ensure compliance for each funding source including reporting, funding draws, environmental compliance, labor compliance, procurement and other Federal and State regulations. The facility now provides a skate park, splash park, three ball fields, regional soccer facilities, park and ride lot, basketball courts, community garden, and a quality of life to the residents.

Department of Water Resources, City of Firebaugh

Assisted the community in updating an application previously submitted to obtain funds for the replacement of water infrastructure lines within the downtown. The project total was \$2.2 million in funding and has resulted in additional funds being awarded to the agency to expand the project. Provided the city with management of the project overlay requirements, procurement process, administration, labor compliance and environmental compliance for the project.

USDA Rural Utilities Services Program, City of Biggs

Completed pre-application and application for a project totaling \$5.2 million in funding for the replacement and rehabilitation of the entire community's water infrastructure. The project installed 42,000 lf of water line, updated water

meter network including billing program, developed a new well, and increased fire flows from 20 to 60. Managed federal overlay requirements for the project including procurement, fund requests, reporting, environmental clearance, labor compliance, and contract amendments. Application received the only grant award in the tri-county area. The project additionally was combined with other state and federal funds to complete all street paving, pedestrian pathways, bike lanes and storm drainage improvements.

Dee Ree-Richards Road Water/Sewer Infrastructure Project, City of Live Oak

Funded through the CDBG program, obtained funds and managed the project with the City Engineer. The project provided city water and sewer connection to an area recently annexed. The project provided a looped system as well as requiring the abandonment of septic and well systems. Provided administration of the funding program, requirements under Davis Bacon and other federal overlays as required, obtained and managed all right-of-way easements, and conducted income analysis for participants receiving grant funding for lateral connections.

Head Start Center, City of Live Oak

Approached by Head Start Director, Joann Aiello for needed space in the City for the program after losing their lease; I provided the vision, secured funding, and supervised the development team and project construction, which used \$500,000 from CDBG and \$100,000 of local leverage to build a new facility. This was the second project in the State of California awarded funds under the CDBG program for Head Start Centers.

Community Development Block Grant Program

Have completed 45 applications under the General Allocation Programs and 35 applications under the Planning Technical Assistance Program, each receiving award, totaling \$33 million in funding. Applications include Housing Rehabilitation, First-Time Homebuyer with or without Rehabilitation, Community Facilities, New Housing Construction, Public Works and various planning grants as outlined above. Also completed program administration and implementation of all environmental and other overlay requirements.

HOME Investment Partnership Program

Completed 22 applications under the HOME Program, each receiving award, totaling \$7.9 million in funding. Applications included Owner-Occupied Rehabilitation, First-Time Homebuyer, Tenant-Based Rental Assistance, and Renter-Occupied Rehabilitation. Completed program administration and implementation of all program requirements including environmental and other overlay requirements as outlined in the Federal Regulations.



Paul Ashby

Principal – Adams Ashby Group, Inc.

Education BS, Community and Regional Development with an emphasis in Policy and Planning, University of California Davis (2006)

Certifications CALED – Keys to Successful Economic Development Certification (2009)
 Redeveloping California's Brownfields Workshop (2007,2008)
 CDBG/HOME Annual Workshop/Training Programs (2006-2010)
 HUD Environmental Training Program (2006 - 2012)
 CalTrans Local Assistance Training (2006-2009)
 Safe Routes 2 School National Conference (2007)

Experience **Community Development Manager**
California Engineering Company
 April 2006 – May 2009

As community development manager, oversaw a staff of five and ensured project/program efficiency and completeness. Performed as the primary grant writer at the firm and successfully retained more than \$15 million for various clients throughout the state. Provided expertise to clients for grant funding from various state and federal agencies, including but not limited to: HCD, HUD, USDA, DWR, Caltrans, Parks and Recreation Department, and more. Additionally, oversaw the majority of proposals in response to Request for Proposals and Request for Qualifications for community development services.

Project Experience **Community Center, City of Los Banos**

Worked with city officials and architect consultants in the proposal and selection of a site for a new community center. Also performed an environmental assessment on proposed sites, complying with NEPA and CEQA regulations. His site analysis was used for making the decision on the most appropriate site for the new community center to be constructed.

Community Development Block Grant Program

Completed 24 applications for the General Allocation Programs and 22 applications for the Planning Technical Assistance Program, totaling \$6 million. Applications include Housing Rehabilitation, First-Time Homebuyer with or without Rehabilitation, Community Facilities, New Housing Construction, Public Works and various planning grants as outlined above. Also completed program administration and implementation of all environmental and other overlay requirements.

HOME Investment Partnership Program

Completed 15 applications under the HOME Program, each receiving award, totaling \$6.5 million in funding. Applications included Owner-Occupied Rehabilitation, First-Time Homebuyer, Tenant-Based Rental Assistance, and Renter-Occupied Rehabilitation. Completed program administration and implementation of all program requirements including environmental and other overlay requirements as outlined in the Federal Regulations.



KATHLEEN A. WEISSEBERGER
 1214 North Bancroft Street · Indianapolis, IN 46201
 (317) 730-4837 · kathleen@kw-consultants.com

KW Consultants LLC
Principal and Owner

Indianapolis, IN
 10/2015 - present

Community Development Block Grant (CDBG) and CDBG Disaster Recovery (CDBG-DR) Subject Matter Expert providing full-service grant consultation including training and technical assistance to states and local governments in the development and management of programs. Areas of expertise include but are not limited to:

- Program design and management of CDBG and CDBG-DR programs
- Development of Consolidated Plans, Action Plans and Disaster Recovery Action Plans.
- Development and delivery of trainings related to the CDBG/CDBG-DR programs, including:
 - Basically CDBG for States
 - CDBG Disaster 101
 - CDBG Sub-Grantee Training
 - Cross-Cutting Federal Requirements
 - Environmental Review
 - Labor Standards
 - Acquisition and Relocation
- Facilitation of public meetings and workshops
- Grant Administration and Project Implementation

Indiana Office of Community and Rural Affairs
Director of Grant Services, State CDBG Director

Indianapolis, IN
 04/2006 - 10/2015

Responsible for the overall management of the Community Affairs Division and Grant Services Division, including financial management and grants management oversight of the Community Development Block Grant Program.

- Directed Indiana's four Community Development Block Grant (CDBG) programs in excess of \$700,000,000 in accordance with all applicable laws and regulations to ensure effective and appropriate utilization
- Created all CDBG/CDBG-DR related trainings and materials in accordance with applicable laws and regulations
- Developed an internal policies and procedures manual for CDBG and CDBG-DR
- Developed and implemented all new CDBG/CDBG-DR programs and policies
- Hired, trained and managed all Grant Services staff from 2006-2014
- Responsible for the compliance monitoring process of all CDBG/CDBG-DR grantees
- Provided technical assistance to grantees to ensure compliance
- Trusted mentor to all OCRA staff members for complex problem solving
- Directed the compliance review and redesign of the USDA Emergency Food Assistance Program (TEFAP) and Commodity Supplemental Food Program (CSFP)
- Recruited, trained and directed all Community Affairs staff from 2006-2010
- Involved in the research and development of several new programs to be offered by OCRA
- Develop and maintain partner relationships to further agency mission

Medical Care and Outcomes, LLC
Director of Operations

Indianapolis, IN
 4/2004 – 4/2006

Responsible for the overall management of company operations for a small start-up company.

- Oversaw the creation of company Standard Operating Procedures
- Managed all financial accounting for and human resources for firm
- Created all company budgets and revenue forecasts ensuring company arrived on budget
- Managed all contracts and confidentiality agreements
- Hired, trained and managed consulting pharmacists and data entry personnel
- Management and reporting functions for Federal Rural Health Outreach Grant
- Managed all client relationships

U.S. Health Services
Senior Project Manager

Indianapolis, IN
 11/2002– 4/2004

- Responsible for implementation and ongoing management of all Medical Care & Outcomes initiatives
- Performed financial modeling and analysis in support of potential mergers/joint ventures/acquisitions
- Produced clear and concise project plans for new business initiatives
- Monitored progress of all aspects of assigned projects.
- Supervised and trained company customer service staff

Solera Capital, LLC,
Director of Administration

New York, New York
 10/1999 – 01/2002

Responsible for all establishment and management of all Financial/Accounting functions, Human Resources, Office Management and Investor Relations for private equity investment fund.

- Established financial accounting for firm (payroll, accounts payable/receivable, investment of excess cash)
- Set-up and administered all Fund bank accounts (wire transfers, capital calls, payables)
- Coordinated successful fundraising activities (capital calls, presentation materials, Private Placement Memorandum distribution, meetings, etc.)
- Set-up and administered company 401(k) plan and health benefits program
- Coordinated all new hire records (benefits, tax, and payroll forms)
- Managed administrative staff (hiring, supervision, evaluations, compensation)
- Maintained all company insurance policies
- Evaluated and purchased all necessary equipment/hardware/software
- Successfully managed all vendor relationships
- Coordinated all Solera events (Women's Luncheon Series, Annual Board Meetings, etc.)

**Boards and
 Certifications**

Board of Directors, Overdose Lifeline, Inc. 12/2019 – present
 Board of Directors, Progress House, Inc. 2/2016 – 7/2019
 Board of Directors, Council of State Community Development Agencies 9/2010-10/2015
 Certified Housing Development Finance Professional (National Development Council)
 Certified Community Development Block Grant Administrator (Indiana)
 Certified Public Manager, Ball State University (May 2020)

Education

Bachelor of General Studies, Indiana University, Bloomington, Indiana



Resume for James Douglas Harsany Jr. (Doug), AICP

Core competencies | Strengths | Expertise

- ❖ Complex real estate transactions
- ❖ Knowledge of NSP, CDBG, & HOME
- ❖ Policy & legal documents
- ❖ Demystifying federal regulations
- ❖ Building construction/development
- ❖ Performance evaluation
- ❖ Proformas/project finance
- ❖ Community/Economic Development
- ❖ Develop/manage staff
- ❖ Strengthening partnerships
- ❖ Strategic planning & decision making
- ❖ Managing risk/conflict

Professional Experience

Founder & President

Harsany & Associates, LLC

2010 - Present

This firm exists to provide project/program management services, technical assistance, strategic planning guidance, research & analysis support, and training to state and local government entities involved in community revitalization, economic development, housing, and sustainability efforts. Examples of accomplishments for this firm include the following:

- ❖ Served as an NSP expert and TA provider for HUD, conducting multiple NSP trainings and clinics, and providing guidance and closeout assistance to multiple grantees across the country.
- ❖ Developed strategies, policies, processes, basic business and legal structures and contractual documents for the successful implementation of the \$200,000,000+ Neighborhood Stabilization Program (NSP) consortium for the State of Michigan, including 11 Cities.
- ❖ Provided technical assistance to the City of Canton, Ohio to strengthen their financial management systems for NSP. Following review of their systems and interviews with staff, solutions included our assistance in the development of tracking systems, dashboards, and other tools to help them to organize and expedite processes; staff mentoring/training; process mapping to clarify roles and timelines; reassignment of staff to better fit capabilities, personalities, and address staff overload; and meetings with other departments involved in the process to clarify expectations.
- ❖ Led and managed the process of recreating how the City of Lima, Ohio undertook housing development, from annual rehabilitation of a few homes, to successful use of HOME funding to leverage \$17 million in other funds (Low Income Housing Tax Credits, Federal/State Historic Tax Credits, private investment, etc.). Created project proforma, and managed the project throughout the development/construction process, including development of legal documents and financial tracking systems, review of draw requests, and setting up systems for project monitoring. The result is the redevelopment of a beautiful, historic, vacant, 11 story building into newly renovated commercial space and 47 apartments, part of them market rate, leveraging additional interest/activity in the downtown.
- ❖ Reviewed the current NSP program and practices and developed a policy and procedure manual for the City of Mesa, Arizona including detailed guidance and tools. Guided staff with implementation strategies.
- ❖ Served as a subject matter expert for the CDBG and HOME Ask-a Question sites for the U. S. Department of Housing and Urban Development. This included writing formal responses to Program questions raised by grantees across the country and required an in-depth knowledge of the HOME and CDBG regulations.
- ❖ At HUD's request, providing guidance to the State of Texas Department of Housing and Community Affairs regarding Land Banking challenges and to ensure that Federal requirements are being met.

Housing Manager

Ohio Department of Development, Office of Housing and Community Partnerships 2000 - 2010

Responsible for managing all Housing Programs administered by the Ohio Department of Development (ODOD). This included setting of priorities, targeting of resources, and policy development; oversight of program/project selection, setting of budgets and underwriting of loans/grants; implementation of strategies for monitoring, managing risk and addressing troubled properties; coordination with other departments and agencies; managing staff and resources; development of construction/rehabilitation standards; oversight of program compliance through property inspections and monitoring; oversight of disaster planning, including membership on the Ohio Emergency Management Task Force; and implementation of strategies for training and technical assistance. Responsible for providing oversight over the following programs:

- ❖ The Housing Development Assistance Program: Funded with HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) dollars - loans to developers - @ \$27 million annually.
- ❖ CHDO Competitive Operating Grant Program: HOME funded grants to non-profits - @1.5 million annually.
- ❖ Neighborhood Stabilization Program I: Grants to local communities @ \$116 million.
- ❖ Neighborhood Stabilization Program II: Led team in successfully competing for funding (only two states were funded) – Grants to non-profits - \$25.4 million.
- ❖ Community Housing Improvement Program: HOME and Community Development Block Grant (CDBG) funding to about 125 communities - @ \$30 million annually.
- ❖ Coordinated with the Department of Commerce and the Ohio Attorney General's Office on the Save the Dream Program (Ohio's foreclosure prevention effort) and oversaw foreclosure prevention counseling and funding to assist delinquent homeowners.

Procurement and Contract Specialist

Ohio Department of Development, Office of Housing and Community Partnerships 1997 – 2000

Responsible for overseeing procurement and contract management for all State of Ohio CDBG and HOME funded programs.

Owner & CEO

Blaze Construction & Design 1990 - 1997

Owned and managed a real estate development/construction company, developing, constructing, and rehabilitating residential (single- and multi-family homes) and light commercial properties. This included the following responsibilities:

- ❖ Planned for development, assembled land, reviewed and selected sites, completed market studies, created proformas, assessed risk, determined business terms, established funding strategies, and performed cash flow analysis.
- ❖ Designed projects, coordinated with architects, developed scope of work and drew plans and changes using CADD software; determined project specifications and amenities, including sustainability/energy efficiency components; checked structural engineering; assured code requirements were met; and guided in the selection of construction methods and materials.
- ❖ Hired and managed employees, directed supervisory personnel, settled disputes, provided training, set and communicated goals, and ensured implementation of employee safety requirements.

- ❖ Provided oversight over contractor and vendor procurement and selection, prepared bid documents, negotiated contracts, oversaw quality and pace of work, undertook project scheduling and maintained progress reports.
- ❖ Maintained financial controls, estimated construction costs, conducted job costing and coordinated with accounting and payroll staff.
- ❖ Assured mitigation of risks and quality control, addressed environmental concerns, managed change orders and time delays, maintained appropriate insurance, cultivated worksite safety, ensured that punch list items were properly addressed, and managed the quality of the overall project.

Education

Program for Senior Executives in State and Local Government

Harvard University, Cambridge, MA

Coursework emphasis: Leadership, policy analysis, conflict resolution, media relations, problem solving

Master of City and Regional Planning

The Ohio State University, College of Engineering, School of Architecture, Columbus, OH

Bachelor of Science, Behavioral Science

Southern Adventist University, Collegedale, TN

Intermediate AutoCAD

Central Ohio Technical College, Newark, OH,

Professional Affiliations and Certifications

- ❖ Certification with the American Institute of Certified Planners (AICP)
- ❖ American Planning Association, including Housing and Community Development Division and Ohio Chapter
- ❖ National Development Council Certified Housing Development Finance Professional
- ❖ Certified HOME Program Specialist – Regulations, Administration & Rental Housing (all scores high enough to be a trainer)
- ❖ Council of State Community Development Agencies (COSCDA) – Housing Co-Chair
- ❖ Rebuild Ohio, Steering Committee (an Ohio organization focusing on abandoned and vacant properties)
- ❖ Ohio Emergency Management Task Force Member
- ❖ Ohio Lead Advisory Council Board Member
- ❖ Ohio Conference of Community Development, President for the Executive Board
- ❖ Kingston Township Zoning Commission, Chair
- ❖ Former licensed contractor in the State of California
- ❖ Ohio Community Development Corporation Association, member

Tab F: Interaction with County Staff

Communication Plan

In the words of Sir Isaac Newton – "No one can whistle a symphony. It takes a whole orchestra to play it." The County of Tuolumne's Groveland Community Resilience Center is comparable to playing in an orchestra. The management of the various funding sources and regulations requires a team that works together in harmony.

Our team will provide file sharing technology that is approved by the County to create a document repository and sharing platform for multiple/large files. This will support all project documents and allow an ease of access throughout the project. Keeping in mind our current travel limitations due to COVID-19 restrictions, we can also substitute on site meetings with Microsoft 365 Teams or Zoom technology. If the county has other system requirements, our team will work to meet those requirements to ensure we are available for face to face meetings as these are critical to the communication process. We are fortunate that many of the deliverables can utilize email and phone conversations to keep the project moving forward.

We anticipate the Kickoff meeting to be a full day meeting in order to collect all of the data and meet each of the team to support the project. We will provide a list of required documents prior to the meeting to allow our team to prepare and ask meaningful questions and limit additional follow-up. Time is of the essence with the first three tasks to be implemented by September 2020. Our goal is to be mindful of your staff and limited resources. Below we have outlined the tasks and anticipated communication format for the project.



Task	Audience/ County Staff	Goal	Due	Communication Format
I.A.1 Procurement Policy	County Staff: Attend Kick off Meeting; Provide current policies, review and edit	Provide Policy for adoption	9/2020	Kick-off meeting: Discuss current status. Email: Provide Documents and Review/Edits Drafts
I.A.2 Contract Management Policy	County Staff: Attend Kick off Meeting; Provide current policies, review and edit	Provide Policy & Procedure Manual for adoption	9/2020	Kick-off meeting: Discuss current status. Email: Provide Documents and Review/Edits Drafts On-Site Training: Provide training to staff for future implementation as needed
I.A.3 Procurement/ Contract Administration	County Staff: Attend Kick off Meeting; Provide current policies, review and edit; Assist in coordination of trainings if required	Provide Policy & Procedure Manual for adoption	9/2020	Kick-off meeting: Discuss current status. Email: Provide Documents and Review/Edits Drafts On-Site Training: Provide training to staff for future implementation as needed
I.B.1 Section 3	County Staff: Attend Kickoff Meeting; Provide list of community resources: Assist with coordination training if required Contractors: Attend training	Section 3 Compliance	10/2020	Kick-off Meeting: Gather information regarding local resources Email: Some follow up emails to County team members On-Site Training: Attend pre-construction meeting and other trainings if necessary, to ensure compliance

<p>I.C.1 I.C.2 I.C.3 Reporting & Financial Management</p>	<p>County Staff: Attend Kickoff Meeting; Provide documents via email; Update binder/electronic file when documents are added to the file. Provide financial data; Review reports; Sign reports are required</p>	<p>Public Information File Submitted Reports on time</p>	<p>Ongoing</p>	<p>Email: Most data can be provided by Email Calls: Discussion regarding data can be via conference call or video with shared screen when required</p>
<p>II.A.1 5-year Operation Plan</p>	<p>County Staff: Provide data/draft plans; attend on site meeting to discuss plan outline; review draft reports provide edits and input.</p>	<p>Adopted Plan</p>	<p>5/2022</p>	<p>Email: Provide current plans/drafts if any and contacts of who we are to coordinate with in the development process Onsite Meetings: Provide in depth discussion regarding use/operations. Calls: Discussion regarding data can be via conference call or video with shared screen when required</p>
<p>II.A.2 Emergency Response Plan</p>	<p>County Staff: Provide data/draft plans; attend on site meeting to discuss plan outline; review draft reports provide edits and input.</p>	<p>Adopted Plan</p>	<p>2/2022</p>	<p>Email: Provide current plans/drafts if any and contacts of who we are to coordinate with in the development process Onsite Meetings: Provide in depth discussion regarding current plans and systems in the County. Calls: Discussion regarding data can be via conference call or video with shared screen when required</p>
<p>II.A.3 Ancillary Use Plan</p>	<p>County Staff: Provide data/draft plans; attend on site meeting to discuss plan outline; review</p>	<p>Adopted Plan</p>	<p>2/2022</p>	<p>Email: Provide current plans/drafts if any and contacts of who we are to coordinate with in the</p>

	draft reports provide edits and input.			development process Calls: Discussion regarding data can be via conference call or video with shared screen when required
II.A.4 Maintenance Plan	County Staff: This may include County Engineer, Facility Manger, Fiscal and other key departments. Contractor Stakeholders	Adopted Plan	2/2022	Email: Provide current plans/drafts if any and contacts of who we are to coordinate with in the development process Onsite Meetings: Meeting with County staff, contractor and others will be required. Calls: Discussion regarding data can be via conference call or video with shared screen when required
III.A.1-6 NSP Close-out	County Team: Provide data/fiscal information through contact point.	All reports submitted and Closeout processed	12/2022	Email: Most data can be provided by Email Calls: Discussion regarding data can be via conference call or video with shared screen when required
IV.A.1-6 Monitoring Support & Response	County Team: Provide data/report information through contact point. Attend monitoring	Clearance of Monitoring	As needed	Email: Share information related to monitoring and clearance processes; provide data for desk reviews; coordination of efforts with County team Onsite Meetings: Attend monitoring(s) conducted by funding agencies. Calls: Discussion regarding information, strategies, coordination as needed.

Tab G: Availability & Project Timeline

Availability

Adams Ashby Group, and their two subconsultants, KW Consultant, LLC, and Harsany & Associates, LLC are available and committed to this project throughout its duration, beginning with the County's proposed start date of May 20, 2020, through December 31, 2022. Staff have committed the following percentages of their time to this project throughout its duration and will meet all agreed upon project demands.

To address the fact that two of our team members are located out of state, please note, it will not prevent the team from attending on-site meetings as necessary. The budget provided anticipates a combined total of 7 on-site meetings for Kathleen and/or Doug, including three full- team onsite meetings. Other meetings will be coordinated using technology and Lorie Adams is available on-site as required. The team is committed to the success of the project and meeting the needs.

Team Member	Percentage of time committed to this project
Lorie Adams	50%
Paul Ashby	10%
Kathleen Weissenberger	45%
Doug Harsany	40%

Project Timeline

Description of Tasks, 2020	May - 20	June - 20	July - 20	Aug. - 20	Sept. - 20	Oct. - 20	Nov. - 20	Dec. - 20
I.A.1 Update procurement policies								
I.A.1 Update contract templates								
I.A.2 Prepare contract management policies, procedures, templates, forms, requirements								
I.A.3 Support procurement and contract administration								
I.B.1 Develop/compile section 3 documents and information								
I.B.1 Coordination to encourage Section 3 participation								
I.B.2 Manage Section 3 outreach, efforts, and compliance								
I.B.3 Prepare tools to assist contractors with Section 3 compliance/goals								
I.C.1 Prepare a public information file								
I.C. 2Maintain public information file								
I.C.3 Create documents for financial management support								
I.C.3 Provide financial management and NSP funds request support								
I.C.3 Maintain and review financial and beneficiary records and reports								
II.A.1 Work with service providers to develop a five-year operations plan								
II.A.1 Establish funding sources, roles and responsibilities, and governance mechanisms								
II.A.1 Develop a template subrecipient agreement								
IV.A.1 Ongoing monitoring support, as needed								

Description of Tasks, 2021	Jan. - 21	Feb. - 21	Mar. - 21	April - 21	May - 21	June - 21	July - 21	Aug. - 21	Sept. - 21	Oct. - 21	Nov. - 21	Dec. - 21
I.A.3 Support procurement and contract administration												
I.B.2 Track and document Section 3 outreach and efforts												
I.C.1 Maintain public information file												
I.C.1 Provide financial management and NSP funds request support												
I.C.2 Maintain and review financial records and reports												
II.A.1 Work with service providers to develop a five-year operations plan												
II.A.1 Establish funding sources, roles and responsibilities, and governance mechanisms												
I.A.2 Develop a template subrecipient agreement												
II.A.2 Coordinate with agencies and stakeholders to develop an emergency response plan												
II.A.3 Create an ancillary use plan, including income generating and community uses												
II.A.4 Develop a long-term maintenance plan												
IV.A.1 Ongoing monitoring support, as needed												

Description of Tasks, 2022	Jan. - 22	Feb. - 22	Mar. - 22	April - 22	May - 22	June - 22	July - 22	Aug. - 22	Sept. - 22	Oct. - 22	Nov. - 22	Dec. - 22
I.A.3 Support procurement and contract administration												
I.B.2 Track and document Section 3 outreach and efforts												
I.C.1 Maintain public information file												
I.C.1 Provide financial management and NSP funds request support												
I.C.2 Maintain and review financial records and reports												
II.A.3 Create an ancillary use plan, including income generating and community uses												
II.A.4 Develop a long-term maintenance plan												
III.A.1 Final NSP Grant Closeout												
IV.A.1 Ongoing monitoring support, as needed												

Tab H: Cost Proposal

Project Cost Matrix

Task	Hours	Cost
Procurement and Contract Management Support	275	\$41,250
Section 3 Documentation and Support	175	\$26,250
Reporting and Financial Management Support	350	\$52,500
Operations Plans	275	\$41,250
NSP Closeout	125	\$18,750
Monitoring Support and Response	75	\$11,250
TOTAL	1275	\$191,250

If additional work is required, rates listed below will be utilized and billed on a time and materials basis. Additional travel requested outside of the trips outlined in the proposal will also be billed at the hourly rates provided with travel costs and standard Federal per diem reimbursement.

Hourly Rate Cost Schedule	Hourly Rate
Adams Ashby Group, Inc.	
Lorie Adams/Paul Ashby	\$125.00
Support Staff	\$75.00
KW Consultants, LLC	
Kathleen Weissenberger	\$175.00
Harsany & Associates, LLC	
Doug Harsany	\$165.00

Tab I: Required Statements

Acknowledgements

With the submittal of the proposal herein inclusive of the statement provided, Adams Ashby Group, Inc. will perform the services and adhere to the requirements described in this RFP.

Adams Ashby Group, Inc. with the inclusion of this Statement of Assurance will not substitute members of the designated team outlined herein, without approval by the County Administrator's Office.

Adams Ashby Group, Inc. will provide and agrees to fulfill the indemnification and insurance requirements contained in the sample contract included in the issued Request for Proposal for CDBG Consulting Services for the Groveland Community Resilience Center issued by the County of Tuolumne.

Lorie Ann Adams and Paul Ashby are the authorized agents to bind the contract from the project.

Tab J: Exceptions

No exceptions are noted.