STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

NDRC Appraisal Services for Groveland CRC Site

This Agreement ("Agreement") is made this 10 day of September 2019, by and between the County of TUOLUMNE ("County") and Wright Appraisals, a California company, ("Consultant"), pursuant to the following terms and conditions.

1. Scope of Services: Consultant shall perform the services as described in Exhibit A, "Scope of Work". 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 October 30, 2019. This agreement may be extended for one (1) month period.

3. Compensation and Reimbursement: For Consultant's performance of Scope of Work, Consultant shall be paid in accordance with percent of completion of tasks listed in the scope of work, for a total not to exceed $6,000. All reimbursibles needed to complete the tasks shall be included in monthly billings. Rate schedule for Consultants Team Members shall be at a fixed rate during the duration of this agreement.

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, see task list with billing amounts in Exhibit A, including reimbursables as provided in the Consultant's proposal. 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: Consultant 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 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	Mike Wright
Organization:	County of Tuolumne	Wright Appraisals, Inc.
Address:	2 South Green Street Sonora, CA 95370	21 Theall Street Sonora, CA 95307
FAX:	(209) 533-5510	(209) 532-6079

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 by 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 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. Community Development Block Grant Provisions:

a. 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 CDBG 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 CDBG-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 CDBG 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 Consultant 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

9.10.19

R. Michael Wright, President Date

County of Tuolumne

for Tracie Riggs 10-22-2019

Tracie Riggs, County Administrator Date

Approved as to Legal Form:

10/22/19

Date

Attachments:

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

SCOPE OF WORK

1. Conduct appraisal services for the following parcels in relation to the Groveland CRC Project:

   - 066-090-32 Owned by Larry Griffiths — Partial Property
   - 066-030-54 Owned by Groveland Community Service District — Partial Property
   - 066-030-63 Owned by Groveland Community Service District — Partial Property

2. Review all related documents in order to conduct appraisal services for above referenced parcels.

3. Provide two hard bound copies of final appraisal.

EXHIBIT B

BUDGET

Attached is a not-to-exceeds budget submitted by consultant by task. The not-to-exceeds figure includes all project reimbursables.

If additional work is required, rates listed below will be utilized. Rates will remain as stated in the proposal for the duration of this contract.

- Hourly Rate of Proposed Key Staff (Please list each staff person assigned to this project)

- Michael Wright, President	$200/Hour
- Sara Lochart, Assistant	$150/Hour

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

EXHIBIT C

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

9.10.19
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 non-cancelable, 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, Part570.483(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 2 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 dwelling 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 affordedequal 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 employr opportunities generated by Section 3 covered assistance and Section 3 business concerns ab contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential contractors for Section 3 covered projects of the requirements of this Pa 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 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 are 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 of 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 [42U.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).

Received by C
7/10/2019 @
9:41 AM

R. MICHAEL WRIGHT
CA. CERTIFIED GENERAL #AG006177

ROXANA STOBAUGH
CA. CERTIFIED RES. #AR008526

SARA LOCKHART
CA. CERTIFIED GENERAL #AG3002137

JIM McCUTHEON
INSPECTOR

KITTY MCINNIS
APPRAISAL ANALYST

MELISSA NOEL
OFFICE MANAGER

Wright Appraisals Inc

A Professional Appraisal Firm

21 Theall Street
Sonora, Ca. 95307

Maureen Frank
Deputy County administrator
County Administrators Office
2 S. Green St.
Sonora, CA 95372

Dear Maureen

Following is my proposal in regards to the appraisal quote for five properties, three located in Groveland and two located in Tuolumne.

For each property, we will provide full narrative appraisals based on eminent domain guidelines as you have requested. It is our understanding that all five parcels are vacant land. Based on this our fee would be as follows.

Property 1 partial take of APN 066-090-032 **$2500**
Property 2 partial take of APN 066-030-063 and full take of APN 066-030-054 **$3500**
Property 3 full take of APN 062-670-028 **$1500**
Property 4 partial take of APN 062-670-022 and APN 062-670-028 **$3500**

The estimated completion date would be 30 days from the awarding of a contract and receipt of all studies and other pertinent data held by the County. The only possible exception to this would be if a property owner wished to be there during inspections but had commitments that would delay their meeting with us at the site. We would prefer to have title reports on all properties if possible.

209-532-6079 Commercial Division
209-532-0628 Probate Division
209-532-9110 Residential Division
Mike@wright-appraisals-inc.com; Email

We are an equal opportunity employer and are proud that females hold most of our professional licensed positions. Our DUNS number is 794075101.

If you have any questions please call us at your convenience.

Sincerely,

R. Michael Wright,
President
State of California Certified General R.E. Appraiser #AG006177