

AGREEMENT No. _____
(Agreement for the Homeless Coordination Project)

This Agreement (“Agreement”) is made and entered into this ____ day of _____ 2022, by and between the County of Yolo, a political subdivision of the State of California, (“County”), and the City of Davis, City of West Sacramento, City of Winters, and City of Woodland, each of which is a municipal corporation, (“City” or “Cities”), jointly referred to as “the Parties” herein and who agree as stated below.

WHEREAS, County and Cities have collaborated on the Homeless Coordination Project (Project) pursuant to Yolo County Agreement No. 88-36 begun on February 15, 1988; and

WHEREAS, the Project was continued from time to time via various extensions and now the Parties desire to again continue this Project; and

WHEREAS, this Project funds four months of cold weather shelter services each year for Yolo County residents who are low-income and/or experiencing homelessness; and

WHEREAS, funding for the Project includes a Homeless Coordinator position within the Yolo County Health and Human Services Agency (HHSA) to provide coordination of the countywide homeless system; and

WHEREAS, County and Cities desire to continue to contribute funds to local agencies for cold weather shelter services, increase efficiency with which grant funds are obtained and managed by these agencies, and develop and maintain the resources necessary for these agencies to fulfill their mission.

NOW, THEREFORE, the Parties agree as follows

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions upon which the Parties will contribute funds in support of cold weather shelter services as well as a Homeless Coordinator position within HHSA.

II. TERM

The term of the Agreement shall be **July 1, 2021 to June 30, 2026**. This Agreement may be extended upon mutual agreement of the Parties.

III. FUNDING

For the term of this Agreement, each City agrees to provide County with the amount of funding as outlined in Exhibit A.

IV. PAYMENT

Each City shall pay to County the sums set forth in Exhibit A within 30 days of execution of this Agreement for the initial fiscal year, and by December 31st of each subsequent fiscal year. Any unexpended funds shall be returned to the Cities according to the Cost Shares set forth in Exhibit A no later than November 30th of the following fiscal year. [e.g. unexpended funds for fiscal year 2022-23 (July 1, 2022 through June 30, 2023) shall be returned by November 30, 2023.) Should the County terminate this Agreement before the end of a fiscal year, the County shall return a pro-rated share of the costs to Cities within 45 days of termination.

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Payment to HHSA shall be remitted to:

County of Yolo
Attn: Accounts Receivable
137 North Cottonwood Street, Suite 2400
Woodland, CA 95695

If needed, payment shall be returned to:

City of Woodland
Attn: Finance Department
300 First Street
Woodland, CA 95695

City of Davis
Attn: Finance Department
23 Russell Boulevard
Davis, CA 95616

City of West Sacramento
Attn: Economic Development and Housing
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

V. LICENSURE

The Parties shall secure and maintain throughout the term of this MOU all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform the services required in this Agreement. County shall ensure that any contractor(s) that receive funding or performs the requirements pursuant to this Agreement, also secures and maintain all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform any services contemplated by this Agreement.

VI. INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. In providing any defense under this Section, the indemnifying party shall use counsel reasonably acceptable to the party being indemnified. The provisions of this Section shall survive the termination or expiration of this Agreement.

VII. RECORDS

County shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each City at any reasonable time during the performance of this Agreement and for a period of three (3) years from and after the date of final payment under this Agreement.

VIII. STATUS OF PARTIES

It is understood and agreed by all the Parties that each is an independent agency or contractor and that no relationship of employer-employee exists between any of the Parties hereto. No party or

its assigned personnel shall be entitled to any benefits payable to employees of any other party. It is further understood and agreed that no party or its assigned personnel shall have any right to act on behalf of any other party in any capacity whatsoever to bind any other party to any obligation whatsoever. Both Parties are responsible for their own expenses related to this Agreement.

IX. AMENDMENTS

The Parties reserve the authority to modify the terms of this Agreement; however, no amendment of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the Parties hereto.

X. LAWS

County shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits in performing the services required by this Agreement. County shall secure any new permits required by authorities having jurisdiction over the project and shall maintain any presently required permits.

XI. SEVERABILITY

The invalidity or unenforceability of any term or provision in this Agreement will in no way affect the validity or enforceability of any other term or provision of this Agreement as a whole, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

XII. PROCUREMENT AND ACQUISITIONS

County shall follow the County's Procurement Policy and applicable federal and state procurement requirements when procuring or acquiring goods, supplies, and/or services using funds pursuant to this Agreement.

XIII. SUCCESSORS

This Agreement, its terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, insure to the benefit and bind successors of each of the Parties hereto.

XIV. WAIVER

The waiver by either of the Parties or their respective officers, agents or employees or the failure of the Parties or their respective officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XV. PUBLIC RECORDS ACT

Upon its execution, the Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XVI. GOVERNING LAW

This Agreement shall be deemed to be executed within the State of California and construed in

accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.

XVII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Cities at their respective addresses as follows:

County of Yolo
Nolan Sullivan, Interim HHS A Director
137 North Cottonwood Street
Woodland, CA 95695
Nolan.sullivan@yolocounty.org
CC: hhsacontracts@yolocounty.org

City of Woodland
Ken Hiatt, City Manager
300 First Street, 2nd Floor
Woodland, CA 95695
Don.Sokolow@cityofwoodland.org

City of Davis
Michael Webb, City Manager
23 Russell Boulevard, Suite 1
Davis, CA 95616
Kstachowicz@cityofdavis.org

City of West Sacramento
Aaron Laurel, City Manager
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691
raulh@cityofwestsacramento.org

City of Winters
Kathleen Trepa, City Manager
318 First Street
Winters, CA 95694
Kathleen.trepa@cityofwinters.org

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695
clerkoftheboard@yolocounty.org

B. Any party may change the designated representative, address, or email address to which such communications are to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVIII. TERMINATION

A. This Agreement may be terminated as to any party, in whole or in part, in its sole discretion, for any reason or for no reason at all, up at least thirty (30) days prior written notice to the other Parties. When required by law, this Agreement may be immediately suspended by any party upon notice to the other party; any such suspension shall not extend the term of this Agreement.

B. Should any party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than ten (10) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said ten (10) day period (or such longer period as is specified in the notice or agreed to by the Parties), the Party that gave notice of default may terminate this Agreement upon not less than fifteen (5) days advance written notice.

C. This Agreement is subject to the Parties appropriating and approving sufficient funds for the activities required of this Agreement. If a party's respective adopted budgets and/or receipts from the State of California and the United States do not contain sufficient funds for this Agreement, that party may terminate this Agreement by giving ten (10) days advance written notice thereof to the other party, in which event the Parties shall have no obligation to contribute to the Project any further funds or provide other consideration.

XIX. ENTIRE AGREEMENT

The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Project Budget
- Attachment 1 – Scope of Work, Yolo County Homeless Coordinator
- Attachment 2– Scope of Work, Cold Weather Shelter
- Attachment 3 – State Laws and Regulations
- Attachment 4 – Federal Laws and Regulations

The County and the Cities shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance for the County's benefit shall prevail.

This Agreement constitutes the entire agreement between County and Cities and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

XX. AUTHORIZED REPRESENTATIVE

The persons executing this Agreement on behalf of each of the Parties affirmatively represent that they have the requisite legal authority to enter this Agreement on behalf of the Party and to bind the Party to the terms and conditions of this Agreement.

No party possess any authority with respect to the others and no right to act on behalf of other in any capacity or to bind it to any obligations, except as otherwise expressly provided in the Agreement.

XXI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures Follow]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

COUNTY OF YOLO

Angel Barajas, Chair
Board of Supervisors

ATTEST:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By: _____
Deputy
(Seal)

APPROVED AS TO FORM:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

CITY WEST SACRAMENTO

Aaron Laurel, City Manager

APPROVED AS TO FORM:

Jeffrey Mitchell, City Attorney

CITY OF DAVIS

Michael Webb, City Manager

APPROVED AS TO FORM:

Inder Khalsa, City Attorney

CITY OF WINTERS

Kathleen Trepka, City Manager

APPROVED AS TO FORM:

Iris Yang, City Attorney

CITY OF WOODLAND

Ken Hiatt, City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

EXHIBIT A – Project Funding

1. Fiscal Year Budget by Category

Homeless Coordinator Position per Fiscal Year (FY)		
Jurisdiction	Per FY	Term Total
City of Davis	\$10,000	\$50,000
City of West Sacramento	\$10,000	\$50,000
City of Woodland	\$10,000	\$50,000
Yolo County	\$5,000	\$25,000
Total	\$35,000	\$175,000

Cold Weather Shelter Per Fiscal Year (FY)		
Jurisdiction	Per FY	Term Total
City of Davis	\$0	\$0
City of West Sacramento	\$10,000	\$50,000
City of Woodland	\$10,000	\$50,000
Yolo County	\$18,300	\$91,500
Total	\$38,300	\$191,500

2. Fiscal Year Cost Share by Party

Homeless Coordinator Project – Annual Cost Sharing Breakdown per Fiscal Year				
Jurisdiction	Cost Share	Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	13.64%	\$10,000	\$0	\$10,000
City of West Sacramento	22.29%	\$10,000	\$10,000	\$20,000
City of Woodland	27.29%	\$10,000	\$10,000	\$20,000
County of Yolo	31.78 %	\$5,000	\$18,300	\$23,300
Total	100%	\$35,000	\$38,300	\$73,300

3. Lifetime Agreement Maximum per Party

Homeless Coordinator Project – Lifetime Agreement Maximum per Party			
Jurisdiction	Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	\$50,000	\$0	\$50,000
City of West Sacramento	\$50,000	\$50,000	\$100,000
City of Woodland	\$50,000	\$50,000	\$100,000
County of Yolo	\$25,000	\$91,500	\$116,500
Total	\$175,000	\$191,500	\$366,500

ATTACHEMENT 1 – SCOPE OF SERVICES

Yolo County Homeless Coordinator

County shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Yolo County Health and Human Services Agency
137 N. Cottonwood St.
Woodland, CA, 95695

II. PURPOSE

The Homeless Coordination role works to eliminate gaps in services for people who are low-income and or experiencing homelessness in Yolo County by coordinating countywide initiatives targeting poverty and homelessness.

III. TARGET POPULATION

People who are low-income and/or experiencing homelessness in Yolo County.

IV. SERVICES

County shall perform the following duties:

- A.** Provide direct support to the Yolo County Commission to Address Homelessness (Commission); work with Commission Staff to prepare monthly Commission meeting agenda; communicate regularly with Commission members; attend Commission meetings; serve as a resource to the Commission in providing information to be used in public outreach; report regularly to Commission on activities for the current period including, but not limited to, grant opportunities, HUD requirements and changes, legislative updates, collaborative efforts of Commission members/jurisdictions, Homeless and Poverty Action Coalition (HPAC), and outreach efforts.
- B.** Facilitate various work groups to address emerging homelessness issues and strategic plan measurable objectives, including coordinating the Commission's input into implementation of the County's Plan to Address Homelessness.
- C.** Identify and research federal, state, local and private grants; write and/or coordinate submission of collaborative grant proposals; coordinate necessary letters of support to federal, state and local agencies; coordinate review of grant proposals by appropriate local governing bodies; obtain all required signatures and local government approvals; maintain timely coordination and communication with involved parties regarding grants management issues; ensure all grant requirements are met; serve as liaison between the services and internal and external groups to manage programs and funds.
- D.** Establish close working relationships and serve as liaison with local staff of the federal department of Housing and Urban Development (HUD); write and coordinate the submission of a high-quality annual grant proposals to various state and federal funders.
- E.** Track grant information and prepare written and verbal reports of all grant activities including, but not limited to, grants applied for, grants received by County and by amount, and cumulative totals of grant funds applied for and received.

ATTACHEMENT 1 – SCOPE OF SERVICES

Yolo County Homeless Coordinator

- F.** Maintain expertise on best practices in issues affecting homelessness, including trends in funding; disseminate best practices information to groups, including law enforcement, as relevant and supportive to their roles in assisting individuals and families who are living homeless.
- G.** Provide community-based organizations with information about non-governmental grant opportunities to facilitate their growth and development.
- H.** Develop a process for providing both County and City performance outcome information related to homelessness on a regular basis.
- I.** Provide annual reports to the Commission, City leadership, and the Board of Supervisors that include information on major activities and accomplishments and grants applied for and received in the local homeless continuum of care, and align with the County Plan to Address Homelessness, Board Strategic Tactical Plan on Homelessness, and/or future guiding documents for the Homeless continuum. Reports will be submitted within 90 days following the end of a fiscal year.

ATTACHMENT 2 – SCOPE OF SERVICES

Cold Weather Shelter

County shall follow the County's Procurement Policy and applicable federal and state procurement requirements to select a qualified subcontractor to provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the location of the selected subcontractor.

II. PURPOSE

To improve the lives of those experiencing homelessness in Yolo County by providing emergency shelter and case management services during the winter months.

III. TARGET POPULATION

People experiencing homelessness in Yolo County.

IV. SERVICES

The subcontractor will provide shelter(s) in accordance with the following minimum requirements:

- A.** The subcontractor shall provide shelter services for a total of 120 nights per program year, from November 15th to March 15th unless, with consent of County, weather conditions warrant a later or earlier opening or closing date.
- B.** The subcontractor shall provide not less than 10 beds per night at a rate of \$29 per bed per night.
- C.** The subcontractor shall provide at a minimum, the following items to clients staying at the shelter:
 1. On-site nutritious breakfast each morning.
 2. As needed, personal cleaning and hygiene items, including but not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs and toilet paper.
 3. Case management after no more than seven nights of shelter services. Case managers must complete a full intake, which includes client's history of homelessness, employment and income. Case managers must assist clients with improving their overall wellness by developing case plans that address four key areas, including (a) housing stability, (b) self-sufficiency, (c) physical health, and (d) behavioral health.
 4. Assess clients' needs and direct to resources such as disability income, veteran's benefits, medical assistance, and employment and housing assistance.
- D.** The subcontractor shall provide hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week including holidays.
- E.** The subcontractor shall ensure that:
 1. Loitering is prohibited in the vicinity of the shelter.
 2. Drugs and alcohol are prohibited within, and in the vicinity of, the shelter.

ATTACHMENT 2 – SCOPE OF SERVICES

Cold Weather Shelter

3. All disturbances are reported immediately to the appropriate jurisdiction's law enforcement agency.
 4. The area around the shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.
- F.** The subcontractor shall ensure that shelter shall be open to all persons, regardless of race, religion, sexual orientation, gender, and age, and any denial of access to the shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules and/or lack of need criteria.
- G.** The subcontractor shall operate the shelter in a manner consistent with municipal fire safety regulations and occupancy requirements.
- H.** An operable telephone and emergency phone number shall be available at all times during operation of the shelter.
- I.** The subcontractor shall utilize the Homeless Management Information System (HMIS) to track all client intake, assessment, and status update information. Contractor's HMIS use shall be in compliance with the Continuum of Care's (CoC) existing HMIS, Coordinated Entry, and Homeless and Poverty Action Coalition (HPAC) Policies and Procedures. Reports will be generated from HMIS to determine program outcomes.
- J.** Should the subcontractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the subcontractor shall notify County by 5:00 pm the same day.
- K.** The subcontractor shall notify County and Cities if the subcontractor deems it advisable to change the shelter location from the approved site. The subcontractor shall not change the shelter location without the approval of County.
- L.** Closure: The subcontractor may determine that closure of the shelter is advisable due to the following conditions:
1. Unusually warm weather
 2. Lack of guests
 3. Conditions which render the shelter building unsafe for occupancy
- M.** If the subcontractor takes action to close the shelter, the subcontractor shall notify County and Cities by the next business day following closure as to the plans for reopening the shelter, if any.
- N.** Notification shall be made to:
1. County of Yolo; Attn: Nolan Sullivan, HHS Interim Director, 137 North Cottonwood St., Woodland, CA 95695
 2. City of Davis; Attn: Michael Webb, City Manager, 23 Russell Bl., Suite 1, Davis, CA 95616
 3. City of West Sacramento; Attn: Aaron Laurel, City Manager, 1110 West Capitol Av., 3rd Floor, West Sacramento, CA 95691
 4. City of Winters; Attn: Kathleen Trepa City Manager, 318 First St., Winters, CA 95694
 5. City of Woodland, Attn: Ken Hiatt, City Manager, 300 First St., 2nd Floor, Woodland, CA 95695

ATTACHMENT 3 – STATE LAW AND REGULATIONS

State Law and Regulations

1. Drug-free Workplace Certification. County certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.) and will take the following actions:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the County's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The County's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.a.
 - d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will.
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f.

ATTACHMENT 3 – STATE LAW AND REGULATIONS

If the County fails to comply with these requirements a City may suspend contract payments or terminate the contract, or both. If a City finds the County has made a false certification or failed to carry out these requirements, the County may also be ineligible for future State awards.

2. Nondiscrimination Clause.

- a. The County, its contractors and subcontractors may not unlawfully discriminate against employees or job applicants for any of the reasons listed, and must insure that the employees and applicants are treated and evaluated free from discrimination or harassment. The Fair Employment and Housing Act and regulations are incorporated into your contract by reference and the County must comply with them. The County and subcontractors must also give written notice of their obligations to any labor organizations they have agreements with.
- b. The County and its contractors and subcontractors must include the nondiscrimination and compliance clause (2.a above) in all of the contracts and subcontracts for work under this CDBG contract. (See Chapter 4 for further information on complying with nondiscrimination and equal opportunity requirements.)

ATTACHMENT 4 – FEDERAL LAWS AND REGULATIONS

Federal Laws and Regulations

1. Anti-Lobbying Certification. You must include in all contracts and subcontracts for the work under this Agreement the certification language given in this clause beginning with "The undersigned certifies" The certification assures that no federal funds are used to influence members of Congress, and that if any non-federal funds are used to lobby Congressional members or staff, the certifier will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying". Failure to file the certification may result in a fine.
2. Bonus or Commission, Prohibition Against Payments of. Your contract monies may not be used to pay bonuses or commissions to try to obtain application approval or other approvals required under your contract or by program statutes and regulations.

This does not prohibit the use of program funds for legitimate technical assistance, consulting or management services provided they are eligible program costs.

3. Citizen Participation. You must follow State and federal program regulations pertaining to Citizen Participation. You must:
 - Provide for and encourage citizen participation in your CDBG program.
 - Conduct public hearings to inform the public of your proposed and actual use of CDBG funds, obtain citizens' views, and respond to proposals and questions.
 - Provide an address, phone number, and times for submitting complaints and grievances about the program, and respond in writing to written complaints and grievances within 15 working days, whenever possible;
 - Maintain a public information file to provide the written program information. Public hearing notices should inform citizens of the location of the public information file.

See Chapter 18 for additional information about the Citizen Participation Requirements and a sample Public Notice.

4. Clean Air and Water Acts. Your activities under this contract are subject to the requirements of both the Clean Air Act and Water Pollution Control Act, and the applicable regulations.
5. Conflict of Interest of Certain Federal Officials. No Congressional representative and no resident commissioner shall receive any benefit from this contract agreement or activity.
6. Equal Opportunity. You must comply with the various laws and requirements listed, as follows:
 - a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

In accordance with the federal statutes and regulations, you may not discriminate or exclude from employment or program participation any person due to race, color, national origin, sex, age, handicap, religion, familial status or religious preference.
 - b. Rehabilitation Act of 1973 and the "504 Coordinator":

ATTACHMENT 4 – FEDERAL LAWS AND REGULATIONS

You agree to implement the Rehabilitation Act of 1973, as amended, and its regulations. This involves evaluating the jurisdiction's current policies and practices, and modifications made to ensure compliance with Section 504. If you have 15 or more employees, you must designate a person as the "504 Coordinator" (see Chapter 4).

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

This compliance section is commonly known as "Section 3." Section 3 requirements are applicable to you, the County, if your contract exceeds \$200,000, and is used for housing rehabilitation, housing construction, or other public construction activities. Section 3 is also applicable to your contractors and subcontractors performing work on Section 3 covered projects when your CDBG contract exceeds \$200,000 and their contract or subcontract amount exceeds \$100,000. Section 3 does not apply to contracts for the purchase of supplies and materials only (no installation). Your contract specifies that:

- 1) You agree to comply with "Section 3" which requires that you provide, as much as possible, opportunities for training and employment to lower income residents of your CDBG project area, and contracts to businesses in or principally owned by persons living in the project area.
- 2) You agree that you have no other contractual or other concern that prevents your compliance with the Section 3 requirements.
- 3) You must include the text of this section (c) in all of your contracts and subcontracts for the project. You cannot approve any contract until the contractor or subcontractor has provided you with a written statement of its ability to comply with these requirements.
- 4) Your compliance with Section 3 requirements is a condition of receiving this federal funding, and non-compliance will subject you to sanctions.

d. Americans with Disabilities Act (ADA) of 1990:

You assure that you comply with the ADA and applicable regulations and guidelines thereof which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

e. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

You agree to place in every construction contract and subcontract over \$10,000 the specified language regarding:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246);
- Standard Equal Employment Opportunity Construction Contract Specifications; and
- Goals and Timetables from U.S. Department of Labor.

ATTACHMENT 4 – FEDERAL LAWS AND REGULATIONS

(Refer to Chapter 4 for detail on equal opportunity requirements and the complete text of the required contract clauses described above.)

8. Flood Disaster Protection. The Flood Disaster Protection Act, Section 202(a) prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) mandates the purchase of flood insurance for buildings located in SFHAs as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. However, flood insurance is not required for routine maintenance activities.
9. Labor Standards - Federal Labor Standards Provisions. You must abide by and include in full in all contracts subject to these provisions, provisions regarding the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5.
10. Lead-Based Paint Hazards. If your contract is for acquisition or rehabilitation of residential structures, you must comply with HUD's Lead-Based Paint regulations. See Chapter 3 and 16 for additional information about Lead-Based Paint.
11. NLRB Certification. When you sign your contract you are stating under penalty of perjury that you have had no more than one unappealable finding of contempt of court issued by a federal court in the preceding two years because of your failure to comply with a federal court order to comply with a National Labor Relations Board order.
12. Procurement. You are required to procure goods and services which will be paid for in whole or part with CDBG funds in a manner providing full and open competition.
13. Program Income. You agree to account for receipt and expenditure of any program income you have from this contract and any prior contracts generating such income.

At contract close-out, if the City finds you did not meet the national objectives or public benefit requirements, it may recapture program income and/or part or all of your contract and/or exclude your jurisdiction from further CDBG funding.

14. Relocation, Displacement and Acquisition. When your project activity involves acquisition of real property, you must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. You also must comply with federal relocation law when your project includes rehabilitating rental housing units and results in increased rents to TIG households. You may pay relocation expenses with your CDBG funds.