



Fresno **Economic Opportunities Commission**

REQUEST FOR PROPOSAL
RFP # 1 CDBG ROOFING 2022

Issued by: Fresno Economic Opportunities Commission Energy Services

Issuance Date: January 14, 2022

Proposal Due: February 1, 2022

Fresno EOC
1900 Mariposa Street, Suite 260
Fresno, CA 93721

Fresno Economic Opportunities Commission (Fresno EOC) is soliciting proposals to establish a contract with (1) qualified and experienced professional roofing contractor with a C39 license, to repair or replace roofing and (1) qualified and experienced professional electrical contractor with a C10 license, to install Solar ready Main Panels for residence in the City of Fresno TCC area residing in 93706.
<http://www.transformfresno.com/project-map/>.

This Request for Proposal (RFP) specifies all required qualifications, the responsibilities of the selected company and Fresno EOC, the method and terms of compensation, submission instructions, rating method, and the contract award provisions.

Proposals will be considered from qualified and experienced construction firms who are regularly established in the business of remodeling, roofing and electrical. Who in the judgment of Fresno EOC, have a responsible reputation. Through prior work performed, firms must be able to show evidence of reliability, ability, experience, and personnel to perform the services.

You can also find The Request for Proposals (RFP) on the Fresno EOC website homepage at fresnoeoc.org/rfp/.

PROPOSAL SUBMISSION:

Qualified contractors are invited to submit a proposal digitally, meeting the requirements described herein, which must be received no later than February 1, 2022, 11:00am (Pacific). The electronic file is to be sent to weatherization@fresnoeoc.org with the subject line of: CDBG Roofing RFP. Mail or deliver hard copy proposals in a sealed envelope to:

Fresno EOC Energy Services
Attn: Matt Contrestano
1900 Mariposa Street, Suite 260
Fresno, CA 93721

Failure to clearly label proposals may result in premature disclosure. It is the responsibility of the Bidder to ensure that proposals are received by the above deadline. Late proposals will not be considered.

QUESTIONS:

Direct all questions regarding this RFP to Matt Contrestano via email: weatherization@fresnoeoc.org. All questions and responses are public, and posted in a timely manner on the Fresno EOC website homepage (fresnoeoc.org/rfp/). Fresno EOC will not accept questions after January 24, 2022 4:00pm (Pacific).

This Request for Proposal does not commit Fresno EOC to award a contract or pay any costs incurred in the preparation of a proposal in response to this request. Fresno EOC reserves the right to accept the proposal that it considers to be in its best interest. All materials submitted to Fresno EOC in response to this RFP become the sole property of Fresno EOC and may be used at its discretion unless the proposer identifies any trademarks or patents. Selection of the firm is at the sole discretion of the Fresno EOC Board of Commissioners.

COMPLAINTS:

If a bidder has a complaint relative to the RFP, please send a written statement to:

Emilia Reyes, CEO
Fresno EOC
1920 Mariposa Street, Suite 300
Fresno, CA 93721

With a copy to:

Susan Shiomi, Internal Audit Director
Fresno EOC
1920 Mariposa Street, Suite 330
Fresno, CA 93721

APPEALS:

Bidders have seven (7) calendar days from bid award to appeal the decision. Send written appeal to:

Emilia Reyes, CEO
Fresno EOC
1920 Mariposa Street, Suite 300
Fresno, CA 93721

With a copy to:

Susan Shiomi, Internal Audit Director
Fresno EOC
1920 Mariposa Street, Suite 330
Fresno, CA 93721

SMALL, WOMEN, AND/OR MINORITY-OWNED BUSINESS:

Efforts will be made by Fresno EOC to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the favorable return to the Fresno EOC.

Fresno EOC draws upon the power of its diverse staff and board membership, by producing positive and meaningful accomplishments in its human development initiatives, social ventures, and community partnerships.

The RFP's weighted evaluation process reflects Fresno EOC's Fresno commitment and support in creating inclusive employment opportunities by encouraging vendors and contractors to participate in our organization's vision.

Thank you for your interest in working with Fresno Economic Opportunities Commission.

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KEY ACTION EVENTS AND DATES:

Listed below are the events and dates for this RFP. All dates are subject to revision.

- Release of RFP: January 14, 2022
- Last day For Proposers to Submit Questions: January 24, 2022 4:00pm (PACIFIC).
- Last Day for EOC To Answer Questions: January 26, 2022
- Proposal Deadline: February 1, 2022, 11:00am (PACIFIC)
- Contract Award: Est. March 1, 2022

SECTION 1 - GENERAL PROPOSAL REQUIREMENTS**SPECIFICATION CHANGES:**

Fresno EOC may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

AMENDMENTS:

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and made available to potential proposers. It is the Proposer's responsibility to obtain, sign and submit all addendum(s) for the RFP at: weatherization@fresnoeoc.org

Failure of Proposer to not submit signed addendum(s) with their proposal shall be cause for rejection. Any exceptions taken to this RFP shall be clearly stated in writing.

RFP WITHDRAWAL:

Any Proposer may withdraw their proposal, either personally or by written request, at any time prior to the date and time due.

RIGHT TO REJECT PROPOSALS:

Fresno EOC reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as Fresno EOC may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. Fresno EOC will be the sole judge in making such determinations.

EXAMINE SPECIFICATIONS:

Proposer shall thoroughly examine and be familiar with the specifications. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer's offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Should a Proposer find discrepancies in or omissions from proposal documents or other contract document, or should be in doubt as to their meaning, he/she shall at once notify Matt Contrestano, who

is Fresno EOC's representative. All written instructions will be made available to all Proposers on the Fresno EOC website at Fresnoeoc.org/rfp/. Neither Fresno EOC nor will its representative be responsible for any oral instructions. No interpretations will be issued later than five (5) calendar (working) days before the proposal date so that all inquiries can be answered in writing and distributed to all Proposers in the form of addendum to the contract in ample time before the proposal opening date.

ALL RFP DOCUMENTS PART OF FINAL CONTRACT:

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

EXCEPTIONS:

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

RESULTING CONTRACT:

Through the RFP process, Fresno EOC reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview. The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.

Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract". Any contentions must be submitted with your RFP.

NOTICE:

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail or the equivalent thereof by private carrier. Any such writing shall be addressed to Fresno EOC Energy Services, Matt Contrestano at weatherization@fresnoeoc.org.

NON-EXCLUSIVE AGREEMENT:

This RFP does not establish an exclusive arrangement between Fresno EOC and the Proposer. Fresno EOC reserves, among others, the following rights:

- The right to use others to perform work and services described in the RFP.
- The right to request future proposals from other Contractors for work described in this RFP without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.

SECTION 2 - QUALIFICATIONS, SPECIFICATIONS AND RFP REQUIREMENTS

DESCRIPTION OF SERVICES:

Roofing Repair and Replacement

Electrical Main Panel Upgrades to accept solar PV systems. Max PV system install is 6kw.

LICENSE AND PERMITS:

C39

C10

A copy of the following shall be submitted with Contractor's proposal: (Note: Proposers with both CSLB active C39 and C10 Licenses will be eligible to submit responses for entire scope of work as described.)

CSLB License and Insurance certifications.

BACKGROUND CHECK:

If applicable, contractor shall certify that all personnel have successfully passed a criminal background check prior to assignment to Fresno EOC.

EDUCATION AND EXPERIENCE:

Minimum 6 years in business

RECOGNIZED HOLIDAYS:

Fresno EOC offices are closed on the following holidays.

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day.

REMEDIES IN THE EVENT OF A DEFAULT:

Should Fresno EOC determine a contractor to be in contract default, the determination shall be final. In such event, Fresno EOC may proceed, but is not limited to, with the following,

- Instruct Contractor to immediately correct the deficiency causing the default.
- Demand a Service Guarantee Credit.
- Terminate the contract.

SECTION 3 - COST PROPOSAL

Requirements:

- Roofing Repair and Replacement
- Obtain/pay for necessary permits and receive finals
- Remove all existing roofing (all layers) and material disposal.
- Provide and install new OSB Sheathing as required per city building jurisdiction
 - 30-year synthetic felt
 - Install upper and lower dormer vents per city standard
 - 30-year Dimensional 3-tab roofing
 - Owner to select color
 - Include all roof metal, pipe jacks, flashings, etc.
 - Prime and paint new Fascia to match existing color
 - Haul off all debris and leave area broom clean after work
 - Correct any sagging or unevenness in rafters before roofing
 - Inspect for water leaks at valleys, ridge and roof jacks /vents for damage or mold to insulation and replace as required with required insulation
 - Roof replacement shall be covered for 10-year workmanship warranty.
 - Follow RRP rules per EPA standards
- Electrical Main Panel Upgrades to accept solar PV systems
 - Max PV system install is 6kw.
 - Install solar ready main panel with permits
 - Stucco patch if needed

Example of home to submit RFP Roof pricing:

Existing home is 50'x20' rectangle, straight ridge with Gable ends. Roof is a 5/12 pitch, 24" hangover with 2x6 Fascia board.

How many squares is needed? _____Squares

Price per Square to remove existing single layer (wood/comp) and install new roof system per requirements. \$ _____per Square

Price per Square to remove existing single layer (wood/comp), Sheath roof and install new roof system per requirements. \$ _____per Square

Price per Square to remove existing double layer and install new roof system per requirements. \$ _____per Square

Price per Square to remove double layer, Sheath and install new roof system. \$ _____per Square

Total Price to remove existing single Layer (wood/comp), install new roof system per requirements and all fascia board. \$ _____

Price to install all new Fascia board and paint. \$ _____ per linear foot

Price for labor per hour for any additional work not seen. \$ _____

Experience of lead/crew. _____Year's average

Timeline to complete work from permit to install. _____Weeks

Electrical

Example of home to submit RFP Roof pricing:

Price to install solar ready main panel with permits and stucco patch if needed. \$ _____

Experience of lead/crew. _____Year's average

Timeline to complete work from permit to install. _____Weeks

SECTION 4 - RFP RESPONSE CONTENT

RESPONSE:

Proposers are to respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualified proposal must address all items. Proposers with both CSLB active C39 and C10 Licenses will be eligible to submit responses for entire scope of work as described.

CONTENT:

Proposals shall be organized and submitted in the format prescribed below. When replying to a particular paragraph or question, ensure that your response references the section and paragraph that asks that question. Proposers are required to submit electronic document and one (1) hard copy original of their proposal. The original must be labeled "Original".

Proposals submitted must contain the following information to be considered:

- A brief cover letter.
- Identification Sheet.
- Licensing Form.
- Proof of Insurance appropriate for the type and scope of work being proposed
- W-9 Form.
- References Form.
- Cost Proposal.
- Public Contract Code Section and Non-Collusion Affidavit.
- Proposal Authorization Signature Page.
- RFP Content Requirements (read carefully).
- Brochures, Pamphlets.
- One (1) proposal clearly marked "ORIGINAL"
- A digital proposal in pdf format sent to Fresno EOC.

WOMEN/DISABLED VETERAN/MINORITY-OWNED, AND SMALL BUSINESSES

Does your firm qualify as a woman/disabled veteran/minority-owned and small business? If yes, provide publically certified documentation or a self-certification statement that is subject to examination.

GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) of the various departments requesting service and Purchasing Department. Fresno EOC reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested and for the following minimum requirements:

PHASE 1

Proposals will be examined as to whether or not proposers responded in accordance with the following requirements:

- Proper completion and submittal of required proposal documents.
- Proof of a valid business or professional license from the State of California.
- Submission of a valid proof of insurance certificate.
- If applicable, submission of Women, Minority, or Veteran Owned Business. See the links below for more information about being certified.
 - <https://resources.smartbizloans.com/blog/business-owners/how-to-get-a-minority-owned-business-certification/>
 - <https://nmsdc.org/>
 - <https://sch.thesupplierclearinghouse.com/>
 - <https://www.uschamber.com/co/run/business-financing/certification-guide-for-minority-owned-business>
 - <https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program>

Proposers who do not respond in accordance with any of the above requirements will be immediately disqualified. This is a non-exclusive agreement. Fresno EOC reserves the right to enter into multiple agreements from this RFP.

PHASE 2

Proposals that were not disqualified in PHASE 1 will be evaluated and scored using the table below:

Evaluation Criteria	Maximum Points	Score
Experience of crew	10	
Timely Completion	10	
Years in Business providing low-income services	10	
Diversity-Small, Women, Disabled, Veteran, and Minority Owned Businesses	15	
Proposal Pricing	30	
Adherence to the RFP provisions, specifications, terms and conditions	5	
TOTAL SCORE PHASE II (80 POINTS)	80	

SUBMITTAL OF PROPOSALS

Sealed Proposals will be received at the Fresno Economic Opportunities Commission (EOC) Main Office at 1900 Mariposa Street, Suite # 260, Fresno, CA, 93721, until 11:00am (PACIFIC), Tuesday, February 1, 2022.

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Fresno EOC Energy Services
Attn: Matt Contrestano
1900 Mariposa Street, Suite 260
Fresno, CA 93721

The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.

PROPOSALS WILL NOT BE ACCEPTED AFTER 11:00am (PACIFIC), Tuesday, February 1, 2022
ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED
AND RETURNED UNOPENED TO THE SUBMITTER.

SECTION 5 – SUBMISSION FORMS

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**1. IDENTIFICATION SHEET
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

Type or print the following information:

Company: _____

Address: _____

City

State

Zip

Name: _____

Title: E-mail: _____

Telephone: _____ Fax: _____

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____

2. LICENSING
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

By submission of a proposal, Proposer attests to having possession of a duly issued valid business license issued by the State of California. Such license authorizes a proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide below, the number and classification of Proposer's State of California License, Private Patrol Permit from the City of Fresno, Fresno Economic Opportunities Commission (EOC) may reject this proposal.

CONTRACTOR: _____

BY: _____

TITLE: _____

MAILING ADDRESS: _____

City State Zip

TELEPHONE NUMBER: _____

STATE OF CALIFORNIA LICENSE NO. : _____

(Private Patrol Operators License): _____

Private Patrol Permit (City of Fresno): _____

Contractor's Signature Date

3. REFERENCES
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

4. FRESNO EOC DIVERSITY CERTIFICATION CHECK LIST RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL (OPTIONAL)

Please check the diversity code that best represents your company and sign below:

_____ Minority Business Enterprise (MBE)

To qualify as a MBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled by minority group members. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily operations. Minority group members are defined as:

- Asian-Indian - A U.S. citizen whose origins are from India, Pakistan or Bangladesh.
- Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- African-American - A U.S. citizen having origins in any of the Black racial groups of Africa.
- Hispanic - A U.S. citizen of trueborn Hispanic heritage, from any of the Spanish-speaking areas of Latin America or the following regions: Mexico, Central America, South America, and the Caribbean Basin, only.
- Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number). To certify your business as an MBE, contact your local SBA office to register as a "Small Disadvantaged Business" or 8(a) corporation on SBA Pro-Net or visit the National Minority Supplier Development Council home page.
- US Pan Asian American Chamber of Commerce

_____ Women Business Enterprise (WBE)

To qualify as a WBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled, by a woman or women members. Ownership by female individual's means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by the woman or women members. Woman-owned businesses can be certified in any of three ways:

- Register with the Women's Business Enterprise National Council
- Register with the National Women Business Owners Corporation
- Current state or municipal certifications clearly stating woman-owned status (subject to review)
- All individuals must have a net worth of less than \$750,000, excluding the equity of the business and primary residence.
- All applicants must also meet applicable size standards for small businesses in their industry. To become SDB certified, visit the SBA SDB home page.

_____ Veteran-Owned Business (VOB)

Business must meet the requirements as a Small Business. It must be at least 51% owned and controlled by a U.S. Veteran or Veterans possessing a discharge other than dishonorable.

Veteran-owned business can be certified two ways:

- Register with SBA Veterans' Program
- Register with SBA Pro-net

**5. SIGNATURE PAGE
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the Fresno Economic Opportunities Commission EOC (EOC).

This Signature/Authorization page must be in Section 1 of your Proposal.

Signature of Authorized Agent Date

Printed Name of Authorized Agent Date

EXHIBIT 1

CITY OF FRESNO COMMUNITY DEVELOPMENT BLOCK SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered this _____ day of _____, 20____, by and between the City of Fresno, California, a municipal corporation, acting by and through its Planning and Development Department – Housing and Community Development Division, (GRANTEE) and Fresno Economic Opportunities Commission, a non-profit corporation (SUBRECIPIENT).

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, provides funding under its Community Development Block Grant Program, hereinafter “CDBG”, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the “Act”, incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for fiscal year 2021-2022 for use in funding eligible activities furthering established national objectives to benefit its low and moderate- income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2020-2024 Consolidated Plan and FY 2021-2022 Annual Action Plan, as amended, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 2021-101, the City Manager is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on January 1, 2022, and unless terminated earlier pursuant to the terms of this Agreement, shall continue until June 30, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit “A” entitled “Scope of Work” attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, on the form provided by the GRANTEE as EXHIBIT F, a completed performance report providing the requested information and data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as a sub award and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID (DUNS):
- Federal Award Identification Number: (CDBG Grant#)
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement:
- Total Federal Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description:
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 10%

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;

- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed THREE HUNDRED SIXTY THOUSAND DOLLARS AND 00/100 (\$360,000.00). SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within thirty (30) days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, or other federal agencies, and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons 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 with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit “E”.

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT.

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT’s obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT’S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT’S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall

retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Fresno
Planning and Development
Department, Housing
300and Community Development Division
2600 Fresno Street Room 3076
Fresno, CA 93721

SUBRECIPIENT

Fresno EOC
Attention: Emilia Reyes
1920 Mariposa Street, Suite
Fresno, CA 93721

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement. Notwithstanding the foregoing, approval of the City Council is not required for (i) insubstantial adjustments in line items within the total approved budget; not affecting the total approved budget amount, approved by the manager of the Housing and Community Development Division of the Planning and Development Department of the City (Administrator) or his or her designee; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion, (iii) changes to the insurance requirements specified in Exhibit “C” approved by the City’s Risk Manager in his/her sole discretion and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator’s sole discretion.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective

unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

GRANTEE

CITY OF FRESNO,
A California municipal corporation

SUBRECIPIENT

FRESNO ECONOMIC
OPPORTUNITIES COMMISSION,
A non-profit corporation

By: _____
Thomas Esqueda,
City Manager

By: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Name: _____

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Tracy N. Parvanian Date
Senior Deputy City Attorney

By: _____

ATTEST:
BRIANA PARRA, CMC
Interim City Clerk

Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Karen Jenks,
HCD Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8300
FAX: (559) 457-1054

SUBRECIPIENT:
Fresno Economic Opportunities
Commission
Attention: Emilia Reyes,
Chief Executive Officer
1920 Mariposa Street, Suite 300
Fresno, CA 93721
Phone: (559) 263-1000
FAX:

- Attachments:
EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
EXHIBIT C: INSURANCE REQUIRMENTS
EXHIBIT D: CONFLICT OF INTEREST
EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
 CONTRACTS UNDER FEDERAL AWARDS
EXHIBIT F: QUARTERLY REPORT

SCOPE OF WORK

Matrix Code: 14A Rehab: Single-Unit Residential (1 Unit)
National Objective: LMH
CDBG Eligibility: 24 CFR 570.202
Goal: 25 Units

Fresno Economic Opportunities Commission will operate a roof program in the southwest area of the City of Fresno. The Roof Repair and Replacement Program will provide grants to approximately 25 income-eligible owner-occupied households to repair or replace the roof of their single-family (1 unit) home. In addition, electrical panels that do not support the addition of a solar photovoltaic (PV) system will be replaced.

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Housing Activities (LMH) – Owner

The SUBRECIPIENT shall maintain records for each owner-occupied unit, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- A determination of beneficiary’s household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by documentation such as pay stubs and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Fresno Economic Opportunities Commission
- Subrecipient ID (DUNS): 078788023
- Federal Award Identification Number: B-21-MC-06-0001
- Federal Award Date: 10/27/2021
- Period of Performance: 1/1/2022-6/30/2023
- Federal Funds Obligated by this Agreement: CDBG
- Total Federal Funds Obligated to SUBRECIPIENT: \$360,000
- Total Amount of the Federal Award: \$7,184,218
- Federal Award project description: See Exhibit A – Scope of Work
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: See Section 18 – Notices
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 9%

EXHIBIT C
INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional

insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return

receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits. The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT D CONFLICT OF INTEREST



Housing and Community Development Division
Planning and Development Department

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA Programs

Conflict of Interest Regulations may be found at: 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

Name of Subrecipient or Applicant

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1), an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

Subrecipient or Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

Name Signature Date

OR

Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

Name Signature Date

Please provide a separate certification for each "covered person" and select the type of covered person.
 Employee Agent Consultant Officer Elected Official Appointed Official

The Covered Person is:
 Subrecipient/Applicant "covered person"
 Family member-name: _____ (please print clearly)
 Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization's agreement or application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the

government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

EXHIBIT F QUARTERLY REPORT



QUARTERLY PERFORMANCE REPORT CDBG SUBRECIPIENT HOME REPAIR PROGRAM

Name of Agency: _____		
Project: _____		
Submittal Date: _____	Project Completed: _____%	
Reporting Period:		
<input type="checkbox"/> January 1, 20__ to March 31, 20	<input type="checkbox"/> April 1, 20__ to June 30, 20__	
<input type="checkbox"/> July 1, 20__ to September 30, 20	<input type="checkbox"/> October 1, 20__ to December 31, 20__	
I. PROGRESS NARRATIVE		
Provide the status of the activity during the reporting period (include units completed, applications reviewed, projects pending construction completion):		
A. _____		
B. Describe problems/delays encountered and course of action taken: _____		
C. Describe activities to be completed in the next reporting period: _____		
D. What actions have been taken to achieve program completion: _____		
II. CDBG FUNDS EXPENDITURES (PAYMENT REQUESTS DURING QUARTER)		
Request Number	Date of Request	Amount Requested
III. Beneficiary Information: USE ACCOMPLISHMENT SPREADSHEET		
IV. ADDITIONAL COMMENTS:		
Print Name and Title _____		
Signature _____	Date _____	
Reviewed by City Staff (Signature) _____		Date _____

1920 Mariposa St., Suite 330
Fresno, CA 93721

EXHIBIT 2

CONTRACT SERVICES AGREEMENT EXAMPLE

THIS AGREEMENT is entered into at Fresno, California, effective _____, by and between the **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION**, hereinafter referred to as "AGENCY", and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH THAT:

AGENCY and CONTRACTOR do mutually agree as follows:

- The CONTRACTOR shall, in a satisfactory, proper, and timely manner as determined by the AGENCY. These services include the following:
 - Roofing Repair and Replacement
 - Obtain/pay for necessary permits and receive finals
 - Remove all existing roofing (all layers) and material disposal.
 - Provide and install new OSB Sheathing as required per city building jurisdiction
 - 30-year synthetic felt
 - Install upper and lower dormer vents per city standard
 - 30-year Dimensional 3-tab roofing
 - Owner to select color
 - Include all roof metal, pipe jacks, flashings, etc.
 - Prime and paint new Fascia to match existing color
 - Haul off all debris and leave area broom clean after work
 - Correct any sagging or unevenness in rafters before roofing
 - Inspect for water leaks at valleys, ridge and roof jacks /vents for damage or mold to insulation and replace as required with required insulation
 - Roof replacement shall be covered for 10-year workmanship warranty.
 - Electrical Main Panel Upgrades to accept solar PV systems
 - Max PV system install is 6kw.
 - Install solar ready main panel with permits
 - Stucco patch if needed

2. CONTRACTOR shall commence performance of this Agreement on the _____ day of _____, 202____, and shall complete performance to the satisfaction of the AGENCY no later than _____.
3. CONTRACTOR shall maintain such records and accounts, including property, personnel, and financial records as deemed necessary by AGENCY or the Director of the AGENCY's funding source to assure a proper accounting for all project funds, both Federal and Non-Federal Shares. These records will be made available for audit purposes to the AGENCY, the funding source, the Comptroller General of the United States, or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless written permission to destroy them is granted by the AGENCY and the funding source.
4. CONTRACTOR shall be paid for services rendered hereunder. It is expressly understood and agreed that in no event shall the total amount to be paid by the AGENCY to the CONTRACTOR under this Agreement exceed _____ for full and complete satisfactory performance.
5. The CONTRACTOR agrees to comply with all conditions governing grants required by the funding sources and/or by Federal and State regulations.
6. If CONTRACTOR shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, or if the grant or contract under which this Agreement is made, authorized, or funded, is terminated, defunded, or suspended by the funding source, or if AGENCY is the Delegate Agency of a grantee and the contract by which such delegation is made is terminated, AGENCY shall thereupon have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. If the CONTRACTOR is unable or unwilling to comply with such additional conditions as may be lawfully imposed by the funding source on the grant or contract under which the AGENCY is performing the program to which CONTRACTOR's services are being rendered, the CONTRACTOR shall have the right to terminate the Agreement by giving written notice to signifying the effective date thereof. The CONTRACTOR or AGENCY may cancel the contract for cause or convenience with a 60-day written notice. In the event of termination, all property and finished or unfinished documents, data studies and reports purchased or prepared by the CONTRACTOR under this Agreement shall, at the option of AGENCY, become its property. The CONTRACTOR shall then be entitled to compensation for any unreimbursed expenses unnecessarily incurred in the satisfactory performance of this Agreement to the date of termination. Notwithstanding the above, the CONTRACTOR shall not be relieved thereby of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of the Agreement by the CONTRACTOR. AGENCY may withhold any such reimbursement or compensation to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due AGENCY from

the CONTRACTOR is agreed upon or otherwise determined. The CONTRACTOR is subject to all terms of the grantee contract as stated by the funder.

7. AGENCY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between AGENCY and the CONTRACTOR, shall be incorporated by written amendment to this Agreement.
8. If the CONTRACTOR is to be reimbursed for travel expenses, the cost charged for travel shall not exceed those allowable to AGENCY employees. No such reimbursement shall be made unless AGENCY has authorized such travel at its expense prior to the incurring of said costs.
9. CONTRACTOR may publish results of its functions and participation in the program with prior review by AGENCY, provided that such publications acknowledge that the program is supported by funds from AGENCY and that five (5) copies of each such publication are furnished to AGENCY.
10. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but AGENCY reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all copyrights material and material which can be copyrighted resulting from the Agreement.
11. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to AGENCY for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
12. CONTRACTOR agrees to comply with all Federal, State, and Local statutes and regulations concerning its employees, including but not limited to, prevailing wage standards imposed because of the program's funding source. All laborers and mechanics employed, if any, by contractors or subcontractors in the construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276-a-276a-5).
13. CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure this Agreement in consideration for a commission, parentage, brokerage, or contingent fee. For breach or violation of this warrant, AGENCY shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the CONTRACTOR's compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
14. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment in the performance of this Agreement because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical

disability (cancer), age (over 40), marital status and denial of family care leave. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. No person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), gender or sexual orientation, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The CONTRACTOR will comply with all statutes and regulations promulgated by the Federal Government, State Government, and Local Government Agency regarding such discrimination.

CONTRACTOR hereby certifies compliance with the following:

- (a) Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity;
- (b) Title VI and Title VII of the Civil Rights Act of 1964, as amended;
- (c) Rehabilitation Act of 1973, as amended;
- (d) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;
- (e) Title 41, Code of Federal Regulations, Chapter 60.

CONTRACTOR agrees to abide with and shall include the nondiscrimination and compliance provisions of the following clause in all Subcontracts to perform work under this Agreement:

"During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of any race, religion, color, national origin, ancestry, physical handicap, medical conditions, marital status, age (over 40), gender or sexual orientation. CONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

CONTRACTOR's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that to the best of its knowledge has, unless exempted, complied with the nondiscrimination program requirements set forth in this section.

16. Contractor must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees,

and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

Contractor further agrees that the above language will be included in any subcontracts which contain provisions for children's services and that all subcontracts shall certify compliance accordingly.

17. Contractor assures that for Agency contracts exceeding one hundred-thousand dollars (\$100,000) to the best of its knowledge it is fully in compliance with the earning assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) Public Contract Code 7110.
18. CONTRACTOR or any Subcontractor assigned work under this Agreement who has fifty (50) or more employees and has an agreement of Fifty Thousand Dollars (\$50,000.00) or more shall be required to develop a written Affirmative Action Compliance Program. The written program is to follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250-33, and Sections 60-741.4 through 60-741.32.

CONTRACTOR or any Subcontractor with less than fifty (50) employees must comply with Section 202 of Part II of Executive Order 11246, as amended. CONTRACTOR shall ensure that Subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

19. None of the funds, materials, property, or services contributed by AGENCY or the CONTRACTOR under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
20. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.
21. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the State and Local governments.
22. CONTRACTOR hereby certified under penalty of perjury that no more than one final non-appealable finding of contempt of court, by a Federal Court, has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal Court which orders CONTRACTOR to comply with an order of the National Labor Relations Board.
23. CONTRACTOR shall make all financial, progress, and other reports as requested by AGENCY and will arrange for on-site inspections by AGENCY at its request.
24. CONTRACTOR is not an employee of AGENCY for any purpose whatsoever, but is an independent contractor. CONTRACTOR shall have sole control of the manner and means of performing under this Agreement. AGENCY shall not have the right to require CONTRACTOR to conform to any fixed or minimum number of hours devoted to performing the work or do anything else which would jeopardize the relationship of

independent contractor between AGENCY and CONTRACTOR. All expenses and disbursements incurred by CONTRACTOR under this Agreement, unless specifically delineated as AGENCY's responsibility, shall be borne wholly and completely by CONTRACTOR, and AGENCY shall not be in any way responsible or liable therefor. CONTRACTOR does not have, nor shall hold itself out as having, any right, power, or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon AGENCY.

25. CONTRACTOR agrees to maintain a policy of liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) to cover any negligent acts committed by CONTRACTOR or CONTRACTOR's employees or agents during the performance or any duties under this Agreement. AGENCY shall be named an additional insured under said policy. AGENCY shall be provided a certificate of such insurance showing that said insurance is in force and effect and that AGENCY is an additional insured. Said insurance policy shall cover, in addition to other matters, any liability that may arise as a result of CONTRACTOR's use of an automobile in connection with performance of services. CONTRACTOR agrees to hold AGENCY free and harmless from any and all claims, expenses, and/or costs, including but not limited to costs of legal defense, resulting from any such negligent act or omission to the maximum extent permitted by law. AGENCY shall have the right to modify or waive any of the above insurance requirements.
26. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing hereinbelow, but each party may change the address by written notice in accordance with this Paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.
27. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR to AGENCY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
28. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
29. This Agreement will be governed by and construed in accordance with the laws of the State of California.
30. Should litigation be required to enforce the terms of this Agreement, the prevailing party shall be entitled to expenses incurred thereby, including but not limited to reasonable attorney's fees and court costs.

31. CONTRACTOR acknowledges that as an independent contractor, he or she will not be treated as an employee for Federal tax purposes, for California State tax purposes, or for any other purposes and that no FICA (Social Security) payroll tax shall be withheld from payments to CONTRACTOR by AGENCY; no Federal Unemployment Insurance shall be paid by AGENCY on account of CONTRACTOR; no State of Federal income tax shall be withheld from the payments to CONTRACTOR; neither State Disability Insurance nor State Unemployment Insurance shall be withheld or paid by AGENCY on account of CONTRACTOR and no Worker's Compensation Insurance has or will be obtained by AGENCY on account of CONTRACTOR for the task to be performed by CONTRACTOR or CONTRACTOR's employees.

FRESNO COUNTY
ECONOMIC OPPORTUNITIES COMMISSION CONTRACTOR

Emilia Reyes, Chief Executive Officer