

City of Coalinga
Grant Writing, Housing Programs Administration and Implementation
AGREEMENT FOR SERVICES
with Self-Help Enterprises

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the City of Coalinga, a political subdivision of the State of California, hereinafter referred to as "CITY," and Self-Help Enterprises, a California nonprofit corporation, hereinafter referred to as "SHE," on the terms, conditions and provisions hereinafter set forth.

WHEREAS, CITY intends to apply for grants from the Federal and State government, most of which are administered by the State of California Department of Housing and Community Development, hereinafter called "HCD," such as the CalHome Program, the Community Development Block Grant ("CDBG") Program, and the Home Investment Partnerships (HOME) Program. All said grants that are funded shall be hereinafter referred to as "PROJECT," to assist low, moderate or middle income residents with housing services; and

WHEREAS, SHE was incorporated for the purpose of promoting better living conditions for low income persons through the development and purchase of new housing, community facilities, and repair and rehabilitation of existing housing; and

WHEREAS, SHE has the expertise and staff to prepare program applications and administer HCD programs; and

WHEREAS, SHE met the requirements as outlined by HCD and CITY procurement requirements, and was selected to be the contractor by CITY for housing PROJECTS.

THEREFORE, it is hereby agreed as follows:

1. SHE RESPONSIBILITY – GRANT WRITING/APPLICATION PREPARATION: SHE shall prepare such applications as the CITY may request based on the maximum funding amount allowed as set forth in Notices of Funding Availability, and the requirements of CITY.
2. SHE RESPONSIBILITY – HOUSING ACTIVITY IMPLEMENTATION: SHE shall assist households/housing units in PROJECT area in accordance with PROJECT guidelines and goals, as adopted by CITY, through the following activities:
 - a. Applicant Selection:
 - (1) Promote services to ensure community awareness and encourage participation of eligible applicants;
 - (2) Determine eligibility of applicants; and
 - (3) Provide home buyer education for qualified applicants in accordance with PROJECT guidelines.

b. Loan/Grant Packaging:

- (1) Review loan and/or grant applications as submitted;
- (2) Submit property to Certified Housing Inspector or Rehabilitation Specialist for inspection, as needed. Inspect the prospective units and determine eligibility and acceptability of properties selected by applicants;
- (3) Prepare loan and/or grant documents on qualified applicants;
- (4) Submit completed loan and/or grant document package to CITY for approval in conformance with PROJECT guidelines;
- (5) Prepare all loan closing documents and ensure proper closing; and
- (6) Transfer original participant files to CITY, or contracted loan portfolio manager, upon completion and closeout of each loan and/or grant package.

c. Construction Monitoring:

- (1) Inspect applicants' homes, recommend type of work to be performed, and prepare work write-ups and necessary plans to accomplish that work;
- (2) Assist owners to obtain bids from, and select, qualified contractors to perform CITY-authorized rehabilitation work;
- (3) Monitor the work of authorized contractors and subcontractors and verify completion of work prior to payment; and
- (4) Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of final approval by the City Building Department, or recorded Notice of Completion, whichever is later.

3. SHE RESPONSIBILITY – ADMINISTRATION:

- a. Prepare and submit the general grant set-up package to the appropriate agency (guideline preparation, environmental review, and submittal of other required documents as required by the funding source);
- b. Provide CITY with necessary technical assistance to implement and administer all Grant Agreements;
- c. Provide reports to CITY on progress and performance of grant budgets included in State Grant Agreements and/or HCD approved amendments, upon request;
- d. Prepare and submit to CITY all required reports and funds requests as outlined in State Grant Agreements;
- e. Prepare and submit amendments to the Grant Agreements as needed;
- f. Prepare and maintain public information binders, as required; and
- g. Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted by SHE under the terms of this Agreement. Retain such records and documents for a period of five (5) years from the date of final payment.

4. CITY RESPONSIBILITY: CITY shall be responsible to:
 - a. Review and approve loan and/or grant document packages for applicants who are determined by SHE to be qualified for assistance in accordance with PROJECT guidelines in effect at the time of document approval;
 - b. Service loans upon completion of PROJECT; and
 - c. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.

5. COMPENSATION: CITY shall pay SHE for services provided, as follows:
 - a. Grant application preparation: a fee to be negotiated with CITY prior to preparation of the application, based on application type and number of activities.
 - b. General Administration Budget: full service administration of a CDBG grant is \$37,500 for a \$500,000 housing activities budget, for HOME is \$17,500 for a \$700,000 grant, and for CalHome is \$20,000 for a \$1,000,000 grant.
 - c. Activity Delivery Budget (Implementation) – maximum percentage, as permitted by the funding source and program activity.
 - d. Loans and Grants: total amount of loans and grants shall equal the balance of the contract awarded after deducting the amounts for services shown in 5 b. and c. above. Any additional funds identified as leverage in the Grant Agreement shall be expended for activities indicated by the application, including activity delivery and loans and grants to participants. Loan and grant funds shall be disbursed by SHE on behalf of the CITY and are not considered compensation to SHE.
 - e. Additional Services and Compensation: At the direction of CITY, SHE may expend non-grant funds (Program Income, Miscellaneous Revenue) for eligible housing activities as directed by CITY, subject to activity delivery and administrative charges equal to the allowable percentages permitted by HCD for selected activity, which shall be additional compensation to SHE.
 - f. For each grant awarded to CITY, the CITY MANAGER shall specify by letter addendum to SHE, the total budget to be administered by SHE. A copy of such addendum shall be attached to and become a part of this Agreement.
 - g. Revisions:
 - (1) Monetary revisions that do not exceed 10% of each total negotiated budget may be approved by the CITY MANAGER upon written request and justification.
 - (2) Monetary revisions that exceed 10% shall require an amendment to this Agreement.
 - (3) Transfer of funds between activities can be approved by CITY Staff after notification to HCD, if necessary, and does not require an amendment to this agreement.

6. METHOD OF PAYMENT:

- a. SHE shall invoice CITY for PROJECT services provided in performance of this Agreement as follows:
 - (1) The fee invoice for application preparation shall be billed to CITY when the application is complete.
 - (2) General administration charges are to be billed to CITY on a flat rate basis prorated over the life of the PROJECT from the month funds are available through the expiration of the State Grant Agreement.
 - (3) Activity Delivery charges will be invoiced when the job is completed for rehabilitation projects and when loan funds are wired to escrow for homebuyers. Back up documents to the Project Invoice will include financing approval documentation, project closeout information for rehabilitation projects, and a financing specific Activity Delivery calculator.
 - (4) Third party charges such as market value appraisals, title reports and pest control reports, not chargeable to a participant loan or grant, are to be billed to Activity Delivery at actual cost.
 - (5) Loan and grant funds shall be requested as needed.
- b. SHE shall submit its final invoice under this Agreement within fifteen (15) days following the expiration date of this Agreement.
- c. CITY shall make payment for all authorized fees to SHE within fifteen (15) days after receipt of invoice.
- d. Compensation for additional services described in 5.e above shall be invoiced as stated in 6.a.(3) and (4) above. Administrative charges will be negotiated prior to expenditure of funds. Upon completion of additional services, administrative charges will be billed to CITY.

7. INSPECTION AND AUDIT:

- a. CITY may inspect all applicable records and may cause to be audited invoices and supporting data relative to funds paid by CITY to SHE.
- b. During the term of this agreement, SHE shall have an annual Single Audit performed, a copy of which shall be provided to CITY. If findings are made through a single audit, SHE shall evaluate, correct and inform the auditor and the CITY in writing in a timely manner established by either the auditor or the CITY.
- c. Representatives of CITY and HCD shall have the right to examine and inspect rehabilitation work performed pursuant to this Agreement. CITY, HCD, the Bureau of State Audits, the Federal government and/or their representatives shall have the right, upon reasonable notice, to monitor, audit or otherwise examine books, records, accounts, documents and all other materials relevant to the services performed under this Agreement for a period of five (5) years from the date of final payment.

8. INSURANCE AND HOLD HARMLESS.

- a. SHE shall carry workers compensation, State disability, and unemployment insurance as prescribed by law. SHE will indemnify CITY, its officials and employees against and hold them harmless from any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of the performance by SHE of this Agreement and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands or causes of action which may be brought against them arising out of the performance by SHE of this Agreement. Before any work commences, SHE shall furnish CITY with a Certificate of Insurance with combined single limits of at least \$1,000,000 for bodily injuries and property damages on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days notice shall be given to CITY of cancellation or reduction in coverage.
- b. To the extent permitted by law, CITY shall defend, indemnify, and hold harmless SHE, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the active negligence or wrongful acts of CITY, its officers, or employees, arising out of CITY's performance of this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: Where required, SHE shall comply with, and require contractors and subcontractors to comply with, each of the following:

- a. Federal, state, and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to PROJECT. See Exhibit A, Standard Contract Language -- All Contracts, attached;
- b. The Davis-Bacon Act (40 U.S.C. § 276a, revised as 40 U.S.C. § 3142, et seq.) as supplemented by Department of Labor (DOL) regulations (29 C.F.R., Part 5);
- c. Copeland "Anti-Kickback" Act (18 U.S.C. § 874, et seq.) as supplemented by DOL Regulations (29 C.F.R., Part 3);
- d. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
- e. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (43 U.S.C. § 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.);
- f. Executive Order 11246 and all implementing regulations of the DOL;
- g. Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.);
- h. Rehabilitation Act of 1973 (24 C.F.R., Part 8);
- i. Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350, et seq.);
- j. HUD Lead-Based Paint regulations (24 CFR, Part 35);

- k. All applicable laws, ordinances, and codes of CITY and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SHE nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations;
 - l. Benefits for domestic partners (Cal. Public Contract Code § 10295.3);
 - m. Children and family support obligations (Chap. 8, Part 1, Div. 9, Cal. Family Code § 3800, et. seq);
 - n. When applicable, all laws related to the CalHome Program including those of the State of California, all federal laws, all local rules or ordinances, all requirements of the Cal Home Program including the statutes, rules, guidelines and duly adopted policies and procedures of the State pertaining thereto. See Exhibit B, State Contract Overlay Requirements, attached.
10. CONFLICT OF INTEREST: No officer, employee, or agent of CITY or SHE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises or have exercised any functions or responsibilities with respect to activities performed under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from such activities, or have a financial interest in any contract, subcontract or agreement with respect to activities performed under this Agreement or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. CITY and SHE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.
11. ANTI-LOBBYING CERTIFICATION: The undersigned certifies that to the best of his or her knowledge or belief:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

12. FORCE MAJEURE.

Neither CITY nor SHE shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable, or intentional acts of the party.

13. TERM OF CONTRACT.

- a. This Agreement shall take effect when it has been signed by both parties and shall expire three years from that date.
- b. Funding of any programs, projects or services beyond the term of this Agreement, by any new contract or amendment or extension of this Agreement, have not been authorized and will depend upon the satisfactory performance of this Agreement by SHE and upon the availability to CITY of additional grant funds allocated for such purposes. Neither CITY nor any employee of CITY has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to SHE for the purpose of this Agreement over and above the funds expressly allocated under the terms of this Agreement.
- c. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, survivors, and assigns.

14. TERMINATION.

- a. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds advanced by CITY to SHE and not expended by SHE shall be returned to CITY within thirty (30) days after termination. Any funds due SHE will be forwarded by CITY to SHE. CITY expressly reserves the right to demand of and take action to collect from SHE the repayment to CITY of any funds disbursed to SHE under this Agreement, which in the judgment of CITY were not expended in accordance with the terms of this Agreement. SHE agrees to promptly refund any such funds upon demand.
- b. Additionally, CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:
 - (1) An illegal or improper use of funds by SHE;
 - (2) SHE fails to comply with any term or condition of this Agreement;
 - (3) SHE improperly performs any of the services to be performed pursuant to this Agreement.

Upon receipt of notice from CITY that one or more of the above conditions exist, SHE shall prepare and submit to CITY within thirty (30) days a proposal for the correction of such conditions. If SHE fails to submit such a proposal or otherwise fails to properly perform this Agreement after notification as hereinabove set forth, CITY may serve SHE with written notice of the termination of this Agreement. In the event of such termination, CITY shall be liable only for allowable services rendered prior to such termination, but CITY shall not be liable

for any services that are not performed in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF COALINGA

SELF-HELP ENTERPRISES

Marissa Trejo
City Manager

Thomas J. Collishaw
President and CEO

EXHIBIT "A"

STANDARD CONTRACT LANGUAGE -- ALL CONTRACTS

1. Nondiscrimination Clause: During the performance of this contract, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including, but not limited to, health impairments related to or associated with a diagnosis of cancer), age (over 40 years of age), marital status, and use of or denial of family and medical care leave or use of or denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free some such discrimination and harassment. Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

2. National Labor Relations Board Certification: The Contractor warrants by execution of this Agreement and does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board. (Cal. Public Contract Code § 10296) (Not applicable to public entities.)
3. Relocation: The Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regs., tit. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.
4. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Drug Free Workplace: By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture distribution, dispensation, possession or use a controlled substance is prohibited and specifying actions to be taken against for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for abuse violations.
- c. Every employee who works on the proposed contract will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the contract.

6. Union Organizing:

- a. Contractor, by its execution of this Agreement, hereby acknowledges that it has read the prohibitions on use of state funds and facilities to assist, promote, or deter union organizing set forth in Chapter 6 of Part 2 of Division 4 of Title 2 of the Government Code, commencing with Section 16645.
- b. By signing this Agreement, Contractor hereby certifies that none of the funds being provided hereunder will be used to assist, promote, or deter union organizing.
- c. If the assistance provided hereunder is in the form of a grant, Contractor shall account for the grant funds as follows:
 - (1) State funds designated by Contractor for use for a specific expenditure shall be accounted for as allocated to that expenditure.
 - (2) State funds not so designated shall be allocated on a pro rata basis to all expenditures by the Contractor that support the program or project for which the grant is made.
- d. If Contractor is a private employer or if the assistance provided hereunder is in the form of a grant, and Contractor makes expenditures, regardless of source of funds, to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that State funds have not been used for those expenditures.

EXHIBIT B

STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

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

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

3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).

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

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

d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 U.S.C. § 276a, revised at 40 U.S.C. § 3142) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (18 U.S.C. § 874) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act–CWHSSA (40 U.S.C. § 3701 et seq.) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.