



## SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 [www.gcsd.org](http://www.gcsd.org)

### SPECIAL MEETING AGENDA

May 5, 2020

10:00 a.m.

#### **LOCATION: TELECONFERENCE - SEE BELOW**

#### **IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:**

Based on the mandates by the Governor's in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not open to the public at this time.
- The meeting will be conducted via teleconference using Zoom. (See authorization in the Governor's Executive Order 29-20)
- All members of the public seeking to observe and/or to address the GCSB Board may participate in the meeting telephonically or otherwise electronically in the manner described below.

#### **HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:**

**Telephone:** Listen to the meeting live by calling Zoom at (253) 215-8782 or (301) 715-8592. Enter the Meeting ID# 279-281-953 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/u/abb4GNs5xM> if the line is busy.

**Computer:** Watch the live streaming of the meeting from a computer by navigating to <https://us04web.zoom.us/j/279281953> using a computer with internet access that meets Zoom's system requirements

**Mobile:** Log in through the Zoom mobile app on a smartphone and enter Meeting ID# 279-281-953.

#### **HOW TO SUBMIT PUBLIC COMMENTS:**

**Written/ Read Aloud:** Please email your comments to [board@gcsd.org](mailto:board@gcsd.org), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email.

**Telephonic / Electronic Comments:** During the meeting, the Board President or designee will announce the opportunity to make public comments by voice and in writing, and identify the cut off time for submission of written comments. Comments can be emailed in advance of the Board meeting and up to the time of Board consideration of the item during the meeting. Send email to [board@gcsd.org](mailto:board@gcsd.org), and write "Public Comment" in the subject line. Once you have joined the Board meeting online using Zoom, public comments can also be submitted using the Chat function while in the Zoom Meeting. In the body of the email or Chat, include the agenda item number and its title, as well as your comments. Once the public comment period is closed, comments timely received in advance of consideration of the agenda item will be read aloud prior to Board action on the matter. Comments received after the close of the public comment period will be added to the record after the meeting.

### **ACCESSIBILITY INFORMATION:**

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Jennifer Flores, Board Secretary, at least 48 hours before a regular meeting at (209) 962-7161 or [jflores@gcsd.org](mailto:jflores@gcsd.org). Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

### **PUBLIC RECORDS:**

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.gcsd.org> as the place for making those public records available for inspection. The documents may also be obtained by calling the District office.

### **SPECIAL MEETING AGENDA**

May 5, 2020  
10:00 a.m.

#### **1. Call to Order**

#### **2. Pledge of Allegiance**

#### **3. Roll Call of Board Members**

Janice Kwiatkowski, President  
Nancy Mora, Vice President  
John Armstrong, Director  
Spencer Edwards, Director  
Robert Swan, Director

#### **4. Public Comment**

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

#### **5. Discussion and Action Items**

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of a Resolution Approving a Subrecipient Agreement with the County of Tuolumne for Funding Through the State Community Development Block Grant Program for the Downtown Groveland/Big Oak Flat Water Distribution System Improvements.

#### **6. Adjournment**

ALL AGENDA MATERIAL ARE AVAILABLE ON THE DISTRICT WEBSITE AT [WWW.GCSD.ORG](http://WWW.GCSD.ORG) OR MAY BE REQUESTED TO BE DELIVERED BY EMAIL OR U.S. MAIL BY CONTACTING THE DISTRICT SECRETARY AT 209-962-7161 OR [Board@gcsd.org](mailto:Board@gcsd.org) .

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*Any person who has any questions concerning this agenda may contact the District Secretary. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)*



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCSO Board of Directors

**FROM:** Pete Kampa, General Manager

**DATE:** May 5, 2020

**SUBJECT:** Adoption of a Resolution Approving a Subrecipient Agreement with the County of Tuolumne for Funding Through the State Community Development Block Grant Program for the Downtown Groveland/Big Oak Flat Water Distribution System Improvements

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### **RECOMMENDED ACTION**

Staff recommends the following action:

*I Move to adopt Resolution 22-2020, Approving a Subrecipient Agreement with the County of Tuolumne for Funding Through the State Community Development Block Grant Program for the Downtown Groveland/Big Oak Flat Water Distribution System Improvements.*

### **BACKGROUND**

Between 2014 and 2019, the District completed a water distribution system condition assessment funded through a planning grant provided by the State Water Resources Control Board (SWRCB). The condition assessment identified the need to immediately replace a number of water mains, valves, hydrants, water services (public side from the water main to the meter) and related infrastructure due to poor and failing condition. The areas of the system identified as having the greatest need for upgrade, serve the communities of Groveland and Big Oak Flat proper.

The SWRCB planning grant also funded all work required to render the project “shovel-ready” including the preparation of environmental and permitting documents, as well as construction plans and specifications. The Downtown Groveland/Big Oak Flat Water Distribution System Improvements Project is prepared to be publicly bid. In late 2019, the County of Tuolumne conducted a Call for Projects to receive input from interested public agencies regarding Ready-to-Proceed projects they may have which benefit lower income communities in the county. The District submitted the Downtown Groveland/Big Oak Flat Water Distribution System Improvements Project to the County for consideration. On November 19, 2020, the County Board of Supervisors selected the GCSO project to be included in the County’s 2019/20 application for Community Development Block Grant (CDBG) funds.

CDBG funds are made available only to cities and counties, and not normally directly to special districts. In the case of this CDBG application, the county is the applicant and if awarded funding, the “Grantee”. The District is considered a “subrecipient” of the grant, as the county is basically paying the District’s project costs out of the CDBG grant. The District is fully responsible to

implement and manage the project through successful construction and acceptance. To receive the grant proceeds through the county, the District is required to meet the project goals and performance measurements, schedule, budget, conduct monitoring and administer the project in accordance with GCSD policy, applicable law and HUD/CDBG requirements.

The attached Subrecipient Agreement to be approved by this Resolution contains the terms and conditions required for the project to be funded through the County's CDBG allocation, if awarded. District management has participated intimately in the preparation of this Agreement, and supports its approval by our Board, which must be completed by May 7, 2020 as the County Board is scheduled to consider approving the CDBG application in a public hearing scheduled for May 19, 2020. The Agreement has been reviewed by both County Counsel and the District's General Counsel.

GCSD is very much appreciative of the relationships developed with the County and the support and efforts of County staff and the Board of Supervisors; in this project and others.

**ATTACHMENTS:**

Resolution 22-2020 and the Subrecipient Agreement

**FINANCIAL IMPACT:**

None.

## **RESOLUTION 22-2020**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING SUBRECIPIENT AGREEMENT WITH THE COUNTY OF TUOLUMNE FOR FUNDING THROUGH THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE DOWNTOWN GROVELAND/BIG OAK FLAT WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

**WHEREAS**, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, in accordance with California Government Code Section §61100 (a) the District is authorized to supply water for any beneficial uses within its boundaries, in the same manner as a municipal water district, formed pursuant to the Municipal Water District Law of 1911, Division 20 (commencing with Section 71000) of the Water Code; and

**WHEREAS**, the District has conducted a detailed condition assessment of its water distribution system serving the communities of Groveland and Big Oak Flat and has identified serious system defects, and the need to immediately replace and upgrade portions of the system to ensure the reliable delivery of safe water for drinking, sanitation and fire protection; and

**WHEREAS**, the District Engineer has prepared plans and specifications for the Downtown Groveland/Big Oak Flat Water Distribution System Improvement Project, completed the necessary environmental documentation, secured permits and approvals and has prepared the project for public bidding and construction; and

**WHEREAS**, the County of Tuolumne (County) has applied for funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

**WHEREAS**, subject to the receipt of those funds, the County wishes to engage the District to assist the County in utilizing such funds to complete the Groveland/Big Oak Flat Water Distribution System Improvements.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY** Approve the Subrecipient Agreement with the County of Tuolumne for Funding Through the State Community Development Block Grant Program for the Downtown Groveland/Big Oak Flat Water Distribution System Improvements; attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED** that the General Manager is hereby authorized to execute the Subrecipient Agreement and all certifications, assurances and other actions to effectuate the purposes of said Agreement.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of Groveland Community Services District on May 5, 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT

ATTEST:

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Jennifer L. Flores, Secretary

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Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on May 5, 2020.

DATED: \_\_\_\_\_

**EXHIBIT A, RESOLUTION 22-2020**

**SUBRECIPIENT AGREEMENT**

**BETWEEN**

**COUNTY OF TUOLUMNE  
and  
THE GROVELAND COMMUNITY SERVICES DISTRICT**

**FOR**

**The GCSD Downtown Groveland-Big Oak Flat Water System Improvements  
Project**

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Tuolumne, a political subdivision of the State of California (“Grantee”) and Groveland Community Services District (GCSD), a Community Services District formed under applicable provisions of the California Government Code (“Subrecipient”).

WHEREAS, the Grantee has applied for funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, subject to the receipt of those funds, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

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

**I. SCOPE OF SERVICE**

A. Activities

The Subrecipient will be responsible for implementing the Downtown Groveland-Big Oak Flat Water System Improvements Project, funded by a 2019 CDBG General Allocation Grant, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the Community Development Block Grant program.

**Project Delivery**

The Subrecipient will implement the Downtown Groveland-Big Oak Flat Water System Improvements Project as specified in the Tuolumne County 2019 CDBG application, herein incorporated by reference.

**General Administration**

The Grantee will provide general administrative services in support of the activity noted above.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the National Objective of benefitting low and moderate income as documented by census data.

C. Levels of Accomplishment – Goals and Performance Measures

The goals and performance measures are specified in Exhibit A-Scope of Work and Exhibit C-Timeline, herein incorporated by reference.

D. Staffing

Subrecipient staff, and selected contractors, will implement activities of the project according to CDBG requirements.

Any changes in the Subrecipient's responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the date of execution (date stamp) of the grant agreement amendment with the State Department of Housing and Community Development, and will end on the expenditure deadline specified in the grant agreement. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income, if any.

**III. BUDGET**

The CDBG project budget for this project is Three Million Two Hundred Sixty Seven Thousand Five Hundred Dollars (\$3,267,500.00) as specified in Exhibit B, herein incorporated by reference.



**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Three Million Two Hundred Sixty Seven Thousand Five Hundred Dollars (\$3,267,500.00). Drawdowns for the payment of eligible expenses shall be made consistent with the budget specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. 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 Agreement representatives:

**Tuolumne County**

Maureen Frank  
Deputy Tuolumne County Administrator  
2 South Green St.  
Sonora, CA 95370

**Subrecipient**

Pete Kampa  
General Manager  
GCSD  
18966 Ferretti Rd.  
Groveland, CA 95321  
(209) 962-7161

**VI. SPECIAL CONDITIONS**

None.

**VII. GENERAL CONDITIONS**

**A. General Compliance**

The 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) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions

of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

The Subrecipient will maintain unemployment, disability and liability insurance as required by State law and CDBG Program requirements.

Specific insurance requirements required by the Grantee are included in Exhibit D herein incorporated by reference.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding

source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The 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.

The 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.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

**VIII. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that 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 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins after the submission of the Grantee's final performance and evaluation report to HUD in which the activities assisted under the Agreement are reported and HUD's approval. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall provide an approved CDBG income survey demonstrating client eligibility for services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG

funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the State with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **X. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended ("HCDA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### **4. Section 504**



The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The 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 fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency

contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained within this Agreement.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to 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. The Subrecipient agrees to 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. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and

with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

“Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing

within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The 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 in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, 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 in any contract, or have a financial interest in any

contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, 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; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, included in Exhibit E, is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that

should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. 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.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

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.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



**XVI. CDBG REQUIREMENTS**

The Subrecipient will comply with all requirements of the State/County Agreement, incorporated herein by reference, as well as the following provisions:

- a. The Subrecipient agrees to:
  - 1) Perform the work in accordance with all applicable federal, State and local requirements including housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation labor, fair employment, and historic preservation;
  - 2) Comply with the federal and State requirements included in Exhibit "D" of the State Agreement, including any updates;
  - 3) Where applicable, maintain at least the minimum State required worker's compensation insurance for those employees who will perform all or any part of the Community Development Block Grant funded work;
  - 4) Maintain, if legally required, unemployment insurance, disability insurance and liability insurance reasonable to compensate for inquiries or damages related to the activities of this contract;
  - 5) Keep all program records for at least five years after the contract and any and all amendments expire and both HUD and the State Department of Housing and Community Development (HCD) have closed the grant.
  - 6) Allow the County, HCD, HUD or other State or federal agencies to access all relevant records for grant monitoring or auditing purposes.
  - 7) Include the Anti-Lobbying certificate as Exhibit "E".
  - 8) Comply with the Child Support Compliance Act (Chapter 8 commencing with Section 5200 of Part 5 of Division 9 of the Family Code)
  - 9) Comply with State Department of Housing and Community Development requirements pertaining to patent rights, copyrights and rights in data.
- b. Grantee agrees to monitor Subrecipient for compliance with State Grant Agreement.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Groveland Community Services District  
(Subrecipient)

COUNTY OF TUOLUMNE  
(Grantee)

By \_\_\_\_\_  
Pete Kampa  
General Manager

By \_\_\_\_\_  
Sherri Brennan  
Chairman, Board of Supervisors

APPROVED AS TO LEGAL FORM

By \_\_\_\_\_  
County Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

**Project Oversight**

1. Assist County to complete project specific special conditions including submission of a project schedule, past and projected revenue and expenditure budget.
2. Conduct procurement for any necessary subcontractors including preparation of Requests for Proposals/Qualifications, solicitation of qualified bidders, advertisements, etc.
3. Prepare contracts for subcontractors in accordance with CDBG requirements.
4. Maintain project fiscal records related to CDBG expenditures. Supply financial information to County as requested.
5. Prepare program records for monitoring by State representatives, conduct site visits, respond to comments and correct any findings required by the Department of Housing and Community Development.
6. Submit monthly progress reports to County within 10 days of the end of the prior month.

**Project Construction**

1. Prepare and advertise solicitation for bids.
2. Prepare, print and provide contractors and builders exchanges with bid documents.
3. Conduct pre-bid conference.
4. Open and tabulate bids.
5. Review bids and make recommendation for award.
6. Ensure that minimum bonding and insurance requirements have been met.
7. Issue Notice of Contract Award to contractor.
8. Execute construction contract.
9. Hold pre-construction conference.
10. Obtain insurance certifications from contractor and all subcontractors.
11. Issue Notice to Proceed to contractor.

12. Review contractor's payment requests.
13. Review and approve change orders.
14. Obtain lien releases
15. Prepare and file Notice of Completion.

**EXHIBIT B BUDGET**

**GROVELAND COMMUNITY SERVICES DISTRICT  
CDBG WATER IMPROVEMENTS  
OPINION OF PROBABLE CONSTRUCTION COSTS**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Amount</b>
Line 1	2,504	LF	\$100.00	\$250,400.00
Line 2	1,607	LF	\$100.00	\$160,700.00
Line 3	2,323	LF	\$100.00	\$232,300.00
Line 4	963	LF	\$100.00	\$96,300.00
Line 5	3,109	LF	\$100.00	\$310,900.00
Line 8	7,431	LF	\$100.00	\$743,100.00
Line 9	2,392	LF	\$100.00	\$239,200.00
Line 14	611	LF	\$100.00	\$61,100.00
6" Hydrant with Bury	70	EA	\$4,000.00	\$280,000.00
3/4" Residential Water Service	200	EA	\$1,200.00	\$240,000.00
<b>Subtotal</b>				<b>\$2,614,000.00</b>
Contingency (10%)				\$261,400.00
Construction Administration and Materials Testing (15%)				\$392,100.00
<b>Total</b>				<b>\$3,267,500.00</b>

### EXHIBIT C-TIMELINE

1. Work shall commence on the effective (date stamped) date of the grant Standard Agreement.
2. All monthly progress reports will be submitted to the County by the 10<sup>th</sup> day of the month following. Progress reports will include a report on environmental mitigation monitoring.
3. Any reports which will be sent to HCD will be submitted to the County 15 days prior to the due date at HCD.
4. The final pay application will be submitted to the County no later than 30 days prior to the expenditure deadline in the State/County Agreement.

#### Project Schedule

<b>Milestone</b>	<b>Time to Complete After Funding Awarded (calendar days)</b>
State Award	0 days
Execution of State/County Agreement	30 days
Project Advertisement	75 days
Bid Opening	105 days
Project Award	120 days
Issue Notice to Proceed	165 days
Construction Complete	315 days
Final Funding Disbursement Request	345 days

## EXHIBIT D -INSURANCE

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

- a. **Workers' Compensation Coverage:** Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.
- b. **General Liability Coverage:** Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- c. **Automobile Liability Coverage:** Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and \$100,000 per occurrence for property damage.
- d. **General Requirement:** If a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- e. **Policy Endorsements:** Each insurance policy, except Workers' Compensation and Professional Liability, shall be endorsed with the following specific language:
  - 1) The County of TUOLUMNE, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

- 2) This policy shall be considered primary insurance as respects the County, its elected or appointed officers, officials, employees, agents and volunteers (to the extent of the Consultant's negligence in the performance of its services under this Agreement), and shall include no special limitations to coverage provided to additional insured. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
  - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 4) The insurer waives all rights of subrogation against the County, its elected or appointed officers, officials, employees, agents and volunteers.
  - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected or appointed officers, officials, employees, agents or volunteers.
  - 6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the County.
- g. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. At the County's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- h. **Evidence of Insurance and Endorsements:** Consultant shall provide evidence of required insurance with original endorsements to County as may be required by the Risk Manager. Evidence of such insurance shall be filed with the County on or before commencement of performance of this Agreement. Current proof of insurance shall be kept on file with the County at all times during the term of this Agreement.
- i. **Unsatisfactory Policies:** If at any time any of the said policies or endorsements shall be reasonably unsatisfactory to the County Risk Manager, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to the County Risk Manager, the Consultant shall promptly obtain a new policy, submit



the same to the County Risk Manager for approval and submit a certificate thereof as herein provided.

- j. **Failure to Comply**: Upon failure of the Consultant to furnish, deliver or maintain such insurance and evidence of the same as above provided, this Agreement, at the election of the County, may be forthwith declared suspended, or terminated. Failure of the Consultant to obtain and/or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement.

**EXHIBIT E**

**ANTI-LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions.

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Signature

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Date