



REQUEST FOR COMPETITIVE PROPOSALS

City of Azusa

Housing Rehabilitation Program

Due by 5:00 PM, Thursday, May 13, 2021

INTRODUCTION

The City of Azusa (“City”) seeks proposals from qualified firms to implement its federal Community Development Block Grant (CDBG) Single-Family Residential Rehabilitation Program. **Proposers must submit proposals electronically to Matt Marquez, Director of Economic and Community Development at: mmarquez@azusaca.gov, no later than 5:00 p.m., Thursday, May 13, 2021.**

Copies of this Request for Proposals (RFP) are available by visiting the City’s website at: www.azusaca.gov, Bids/Request for Proposals page, or may be requested by sending an email to: cdbg@ci.azusa.ca.us. If you have any questions, please contact Matt Marquez, Director of Economic and Community Development at (626) 812-5236, or at mmarquez@azusaca.gov.

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity in any proposal or to reject any proposal. The City, on criteria determined by the City, will select the most qualified and responsive proposing firm.

The use of the term “firm” or “Consultant” throughout this document means: Individual Proprietor, Partnership, Limited Liability Company, Corporation or Joint Venture.

The successful proposing firm will be required to enter into an agreement, which will include the requirements of this RFP as well as other municipal and federal requirements. The City intends to enter into a maximum three-year agreement with the selected firm that may be reviewed annually. By submitting a proposal, the proposing firm agrees to all of the terms in this RFP.

Single Family Housing Rehabilitation Program Description

<u>Description</u>	<u>FY 2021-2022 Project Funding</u>	<u>Estimated Number of Grants to be Awarded</u>
Housing Rehabilitation Program	\$185,000	10-12

The City's Single Family Housing Rehabilitation Program is federally funded through the CDBG Program, and subject to federal, county and City rules and regulations. The City of Azusa is a participating city under the Los Angeles County Development Authority ("LACDA"). LACDA acts as the "pass-through" agency from which the City of Azusa's CDBG funds are allocated and received by the U.S. Department of Housing and Urban Development (HUD). Funding for the City's Housing Rehabilitation Program is subject to change, and may be funded from multiple sources.

The City's Housing Rehabilitation Program is defined as follows:

1. **Housing Rehabilitation Program Grants:** This program provides housing rehabilitation grants up to \$12,000 for owner-occupied single-family homes, concentrating on health and safety code repairs that arrest the physical deterioration or deteriorating conditions of properties and neighborhoods in the City of Azusa.

It should be noted that the above program requires bilingual (English-Spanish) capabilities, and that the selected firm will be required to provide bilingual staff.

SCOPE OF SERVICES

The Consultant will be responsible for the following tasks:

- I. **Program Development and Marketing**
 1. Participate in the evaluation of the City's proposed program and recommend program changes which address the City's housing needs.
 2. Revise and update the City's housing program procedures manual as necessary.
 3. Prepare bilingual program marketing materials including the preparation of press releases, brochures, public notices and other promotional materials.
 4. Develop and implement new programs as requested.
 5. Develop and maintain a project tracking system in order to expedite project scheduling and monitoring, accounting, required agency reports and advertise and update contractors bid list updating all pertinent information.
 6. Maintain a filing system for each applicant with all necessary documentation, in compliance with federal, City, and LACDA standards.

7. Prepare monthly status reports for the City and other governmental units, and complete quarterly performance reports as required by the City and LACDA, using the LACDA performance and reporting module.
8. Meet with LACDA and/or HUD representatives on behalf of the City during any required monitoring engagements.

II. **Scope of Work**

The term “scope of work” described herein shall be for up to 3 years unless earlier terminated as detailed in the Agreement for Consultant Services. The selected firm must provide staff that is bilingual in English-Spanish, and perform the following:

HOUSING REHABILITATION PROGRAM

- A. Applicant Eligibility: Pursuant to federal, state and local regulations, review client applications to determine the Applicant’s financial and eligibility status, i.e., analyze required tax returns, household composition, employment and earnings history, and confirm ownership status as follows:
 1. Obtain all required documents of income including; Pay stubs, Social Security, Pensions, rent, etc.
 2. Obtain title report, property profile or other proof of property ownership.
- B. Preparation of Work Specifications, Cost Estimates, Inspection Services and Construction Management.
 1. Conduct property inspections to identify requested work eligibility under the Community Development Block Grant Program Guidelines, as well as meeting the City of Azusa’s building code and Planning Department’s requirements.
 2. Prepare work write-ups, describing necessary repairs and improvements including line item cost estimates.
 3. Obtain required signatures, put out to bid, perform bid opening, evaluate bids, etc.
 4. Keep updated Contractors’ lists with all eligible requirements including proof of insurance, verification with the federal Excluded Parties Listing System, and California Contractor’s State License Board, and the State Department of

Industrial Relations (DIR).

5. Procure Lead/Asbestos inspections and comply with findings.
 6. Obtain photos for Historic Preservation, work to be done, work in progress, and completed improvements. Take “before and after” photos for client files.
 7. Final inspection and close out project with all necessary lien releases, notices of completion and Building Inspector’s final. Interface with the City’s Building and Planning Divisions as necessary.
- C. Prepare all required documents and Contracts on City of Azusa-approved forms.
- D. Prepare and provide (with required signatures) all payment requests to City staff, including lien releases, change orders, and all other required documents.

Please note that the City of Azusa is on a four (4) day ten (10) hour work week and closed every Friday.

PROPOSAL REQUIREMENTS

The proposal should contain the following elements:

- A. **Cover Letter:** Required to be signed by an individual authorized to bind the proposing entity to the proposal for a period of 90 days.
- B. **Consultant Information:** General information about the consultant, e.g., company size, location, years in business, number of staff, contact phone, and e-mail address.
- C. **Client References:** Evidence of the Consultant's ability to administer the Housing Rehabilitation Program with a minimum of three (3) governmental contract references for similar services. Include the name and telephone number of the contracting officer.
- D. **Methodology:** Provide a written detailed description of the Consultant's experience with CDBG–funded housing programs. Cite specific projects.
- E. **Key Personnel:** Identify specific staff that will administer this program and their role in the overall administration. Also identify staff that will be on-site, if different from above. Please include a resume for each staff member specified, including bilingual background. Identify and explain that portion of the work that will be subcontracted out if any.

F. **MWBE:** Identify if your firm is a small and minority firm, women’s business enterprise, or labor surplus area firm.

G. **Compensation:** Specify the consultant's hourly rate of compensation to run the entire program or bid the program on a maximum fixed-price cost of activity delivery and general administration per case basis (for example, not-to-exceed twenty-percent of the total cost per case), whichever is preferred. If hourly, specify the maximum number of hours per week, and estimated hours per case, required to complete the intended Scope of Work. As part of the contract negotiation process, the City will work with the Consultant to determine what method of compensation will be the most cost effective for the program services. The City may wish to establish a cap for each case to maintain cost control for the program. Rates will remain effective for the three-year contract term. Fees should be in compliance with federal regulations for activity delivery and administration of housing rehabilitation programs.

H. **Availability:** Specify the days and hours to be available to complete the Scope of Services at Azusa City Hall/Civic Center offices, or if necessary, on a remote/virtual basis.

I. **Conflict of Interest Statement:** The Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract. The consultant shall also list current clients who may have a financial interest in the outcome of this contact.

J. **Statement of Proposed Modifications:** The City’s CDBG Professional Services Agreement is attached as Attachment “C”. Should the Consultant have any modifications, please provide a statement of those modifications.

H. **County Lobbyist Certification:** Please complete and return the County Lobbyist Certification form with the Proposal.

SPECIAL REQUIREMENTS

The selected Consultant will employ professional staff that is bilingual in English as well as Spanish.

The selected Consultant will be responsible for supplying insurance for its employees (see Attachment “A” for required coverage), and naming the City of Azusa as additional insured. The Consultant will be expected to be present in City offices for an of 8 hours per week to perform all services required as part of the Housing Rehabilitation Program unless remote or virtual work is necessary due to health and safety concerns. The Consultant shall be responsible for all transportation required in connection with carrying out the contracted services.

Request for Competitive Proposals
City of Azusa Housing Rehabilitation Program
Due Date: May 13, 2021

The City of Azusa reserves the right to refuse and reject any and all proposals at their sole discretion. The City also reserves the right to waive minor irregularities in response to this Request for Proposals.

The selected firm is required to obtain and maintain a Business License in the City of Azusa.

SELECTION PROCESS

City staff may request an interview of some or all of the proposers. The final selection and contract approval is anticipated on or before June 30, 2021.

EVALUATION CRITERIA

Attachment “B”, rating sheet, provides the criteria to determine the best qualified proposal. The criteria include the consultant’s track record, completeness of the proposal, and experience in administering and implementing federal housing rehabilitation programs.

DUE DATE

Electronic proposals are due no later than **5:00 p.m., Thursday, May 13, 2021** and are to be submitted to Matt Marquez, Director of Economic and Community Development at: mmarquez@azusaca.gov.

If you have any questions, please contact Matt Marquez, Director of Economic and Community Development at (626) 812-5236, or at mmarquez@azusaca.gov.

ATTACHMENT "A"

City of Azusa Standard Insurance Provisions for Consulting Agreements

Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VII by A.M. Best & Company:

- a. Comprehensive general liability insurance naming the Agency, its officials, employees and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of or in any manner connected with Consultant's operation or performance under this Agreement in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence or Two Million Dollars (\$2,000,000) general aggregate.
- b. Workers' Compensation insurance as required by the Labor Code of the State of California.
- c. Professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) aggregate combined single limit.
- d. Automobile Liability in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

Any self-insurance program of self-insured retention must be separately approved in writing by Agency. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days' prior written notice to Agency, and shall be primary and not contributing to any other insurance of self-insurance maintained by Commission.

Consultant shall deliver to Agency certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Consultant's liability under this Agreement. Agency reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Redevelopment Agency Director or designee.

ATTACHMENT “B”

**Rating Sheet for Evaluating
Housing Rehabilitation Consultant Proposals**

Evaluation Factors				
1. Proposal complete and meets all requirements. 20 points				
2. Firm’s proven track record 20 points				
3. Experience with CDBG and federally-funded housing rehabilitation programs and regulations 20 points				
4. Familiarity with LACDA reporting requirements 20 points				
5. Cost 20 points				
TOTAL POINTS (possible 100)				

**ATTACHMENT “C”
AGREEMENT BETWEEN THE CITY OF AZUSA
AND
CONSULTANT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SINGLE FAMILY HOUSING REHABILITATION PROGRAM**

THIS AGREEMENT entered this 1ST day of July, 2021, by and between the CITY OF AZUSA (herein called the “City”) and CONSULTANT (herein called the “Consultant”).

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the City wishes to engage the Consultant to assist the City in utilizing such funds;

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

I. SCOPE OF SERVICE

A. Activities

The Consultant will be responsible for administering the federally-funded housing rehabilitation project on behalf of the City of Azusa, entitled, “CDBG Project No. 601168-21, Single-Family Housing Rehabilitation.”

Consultant Responsibilities

The Consultant is to provide program delivery tasks associated with administration of the aforementioned housing rehabilitation project. The Consultant will provide professional bilingual staff and will conduct the program a minimum of one to two days per week, depending upon demand, on location at the City of Azusa, or remotely, if necessary. Services will be provided as per terms of the submitted Proposal (attached herein as Exhibit A) and as detailed below:

1. Program Development and Marketing

Provide the following services as necessary:

- a. Evaluate the City's proposed housing rehabilitation program and recommend program changes which address the City's housing needs;
- b. Revise and update the City's housing rehabilitation program procedures manual;
- c. Provide program marketing including the preparation of brochures, public notices and other promotional materials, in both Spanish and English;
- d. Research alternative funding options;
- e. Develop and implement new programs as requested;
- f. Develop and maintain project tracking systems in order to expedite project scheduling, accounting, required reports; and
- g. Advertise and update Contractor's bid list with all pertinent information.

2. Program Administration

- a. Accept and review participant applications. Conduct preliminary interviews to determine financial eligibility in accordance with program requirements;
- b. Conduct property inspections and prepare cost estimates;
- c. Obtain property profiles, title reports, termite inspections, and appraisals as necessary;
- d. Prepare specifications and bid documents, and obtain competitive bids from licensed responsible Contractors;
- e. Award contracts and hold preconstruction meetings with Contractors and property owners; prepare pre-construction memorandum for distribution to all parties;
- f. Conduct final inspections and close out projects with all necessary lien releases, notices of completion, and Building Inspector's final approval;
- g. Maintain a filing system for each applicant with all necessary documentation (proof of residency in the City of Azusa, ethnicity, household income, household size, and any other pertinent information) in compliance with federal, Los Angeles County Development Authority (LACDA), and City of Azusa standards;
- h. Submit, maintain, and report Azusa client data through the LACDA Housing Rehabilitation online reporting system;
- i. Prepare monthly status and other reports as requested; and,
- j. Maintain Contractor information including Contractor applications, inquiries, bid list, insurance, complaints, and proof of advertisements.

B. Levels of Accomplishment

It is estimated that the following housing rehabilitation activities shall be completed during Fiscal Year 2021/2022:

<u>Activity</u>	<u>Estimated Funding Amt.</u>	<u>Estimated No. of Cases</u>
Single Family Hsg. Rehab.	\$185,000	10-12

Funding for the City of Azusa's Housing Rehabilitation Program will be based on the City's final FY 2021-2022 CDBG allocation determined by the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Development Authority (LACDA) and may require adjustments based upon final, annual CDBG funding allocations. Consultant's hours may be adjusted according to the amount of CDBG funding available.

II. TIME OF PERFORMANCE

Services of the Consultant shall start on the 1st day of July, 2021 and end on the 30th day of June, 2024, unless terminated earlier in accordance with Section VI. GENERAL CONDITIONS, Subsection H. Suspension or Termination, of this Agreement.

III. PAYMENT

A. Amount of Payment

It is expressly agreed and understood that the total amount to be paid by the City of Azusa under this Agreement **will not exceed a flat fee of 20% of each grant and loan funded**. Staff will provide a minimum of 8 hours on-site or remotely per week, given the expected levels of accomplishments noted above. Consultant services will be funded with CDBG funds.

B. Staffing

Consultant will provide bilingual staff proficient in administering federally-funded housing programs, construction management, and federal regulations. Consultant will also provide support staff literate in Word, Excel, etc., and proficient in clerical and customer service skills.

C. Terms of Payment

The City will pay Consultant monthly upon receipt and approval of billing from Consultant. Monthly billing shall include client name, program, description of services provided, and amount charged for each client case. Miscellaneous administrative services shall be identified by program type. Payment will be made thirty (30) days after review and approval of submitted billing.

D. Reimbursement

In the event that the City is required to reimburse the federal government as a result of a determination, after audit, that the Consultant has misused funds, Consultant will pay City all disallowed sums. Consultant's obligation to reimburse City of misuse of funds shall survive the termination or expiration of this Agreement.

E. Quarterly Reviews

Consultant and City will conduct quarterly reviews to evaluate program status, delivery costs, and compliance with budget objectives, and then make any required adjustments necessary.

IV. NOTICES

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

City
Matt Marquez, Director
Community and Economic Development
City of Azusa
213 E. Foothill Boulevard
Azusa, CA 91702
PH: (626) 812-5236
mmarquez@azusaca.gov

Consultant

V. SPECIAL CONDITIONS

The Consultant agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the U.S. Department of Housing and Urban Development regulations concerning Community Development Block Grant (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Consultant further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VI. GENERAL CONDITIONS

A. General Compliance

The Consultant agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant will at all times remain an independent contractor with respect to the services to be performed under this agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Consultant is an independent Contractor.

C. Hold Harmless

The Consultant will hold harmless, defend and indemnify the City, its appointed officials, employees, agents or volunteers from and against any and all liability, including but not limited to demands, claims, actions, suits, charges and judgments whatsoever that arise out of the Consultant's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation

The Consultant will provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement as required by the Labor Code of the State of California. The Consultant will furnish City's Representative with an insurance certificate from its Workers' Compensation insurance carrier certifying that it carries such insurance as required by State law, including Employer's Liability of not less than \$1,000,000 per accident, and the policy will not be cancelled nor the coverage reduced during the term of this Agreement. Such policy will be endorsed to state that thirty (30) days written notice to the City is required prior to reduction, cancellation, termination or expiration of any kind.

E. Insurance & Bonding

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

Consultant will obtain, at its sole cost and file with the City, prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of General Public Liability, including Comprehensive General and Automobile Liability insurance, or

certificate of such insurance, satisfactory to the City Attorney of City, naming City, its officers, agents and employees as insured or additional insured, which provides coverage not less than that provided against liability for any and all claims and suits for damages or injuries to persons or property resulting from or arising out of operations of Consultant, which insurance will provide coverage for both bodily injury and property damage in not less than the following minimum amounts: One Million Dollars (\$1,000,000.00) for each occurrence for General Liability, and \$1,000,000 combined single limit for Automobile Liability, or its equivalent. Said policy will also contain a provision that no termination, cancellation or change of coverage of insured or additional insured will be effective until thirty (30) days notice thereof has been given in writing to the City. Consultant will give City prompt and timely notice of any claim made or suit instituted. Consultant may procure and maintain, at its own cost and expense any additional kinds and amounts of insurance, which, in its own judgment may be necessary. Consultant will obtain, at its sole cost and file with the City, prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a Blanket Honesty Bond for 100% of the amount of the Agreement.

Consultant will obtain, at its sole cost and file with the City, prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, Professional Liability in an amount of not less than \$100 million aggregate combined single limit, unless this requirement has been waived in writing. Said policy will also contain a provision that no termination, cancellation or change of coverage of insured or additional insured will be effective until thirty (30) days notice thereof has been given in writing to the City.

The Consultant will comply with the bonding and insurance requirements of City. Acceptable insurance carriers will be those admitted to write insurance in California, or carriers with a rating equivalent to A+ by A.M. Best & Co. Carriers not admitted in California, shall be subject to LESLI list on file with the California Department of Insurance.

F. Grantor Recognition

The Consultant will recognize the role of the grantor agency (U.S. Department of Housing and Urban Development) in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Consultant will include a reference to the financial support provided herein in all publications made possible with funds made available under this Agreement:

G. Amendments

City or Consultant may amend this Agreement at any time provided that such amendments make a specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments will not invalidate this Agreement or relieve or release City or Consultant from its obligations under this Agreement.

City may, at 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 City and Consultant.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notices to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph IA above may only be undertaken with the prior approval of City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Consultant under this agreement will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Agreement, in whole or in part, if Consultant materially fails to comply with any term of this Agreement or with any of the rules, regulations or provisions referred to herein; and the City may declare the Consultant ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Consultant is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said Agreement funds until such time as the Consultant is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Consultant agrees to comply with U.S. Office of Management and Budget (OMB), Guidance for Grants and Agreements found at 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” 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 Consultant will administer its program in conformance with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Consultant will maintain all records required by the Federal regulations specified in 24 CFR Part 570, Section 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records will 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 Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Record Retention

The Consultant will retain all accounting records, financial records, and supporting documentation pertinent to expenditures incurred under this Agreement for a minimum period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for nonexpendable property acquired with funds under this Agreement will be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

3. Client Data

Consultant will maintain client data demonstrating client eligibility for services provided. Such data will include, but not be limited to, client name, address, income level or other basis for determining eligibility, and a description of services provided. Such information will be made available to City monitors or their designees for review upon request.

4. Disclosure

The Consultant 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 [City's] or Consultant's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service or, in the case of a minor, that of a responsible parent/guardian, or otherwise as allowed by federal or state law.

5. Property Records

The Consultant will maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the 'changes in use' restrictions specified in 24 CFR Part 570, Section 570.503(b)(8).

6. National Objectives

The Consultant agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives:

- 1) Benefit low-to moderate-income persons,
- 2) Aid in the prevention or elimination of slums or blight,

- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570, Section 570.208.

7. Close-Outs

City close-out requirements must be completed within 30 days after expiration of this Agreement. Activities during this close-out period will 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 receivable accounts to the City, and determining the custodianship of records.

8. Audits & Inspections

All Consultant records with respect to any matters covered by this agreement will be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems 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 Consultant within 30 days after receipt by the Consultant. Failure of the Consultant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Consultant hereby agrees to have an annual agency audit conducted in accordance with current city policy concerning Consultant audits. Audit will comply with OMB Circular 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. Budgets

The Consultant will submit a detailed contract budget of a form and content prescribed by the City for approval by the City. The City and the Consultant may agree to revise the budget from time to time in accordance with existing city policies.

2. Program Income

If program income is generated, the Consultant will report all program income as defined in 24 CFR Part 570, Section 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The program income may be used by the Consultant during the Agreement period for activities permitted under this Agreement and the Consultant will reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income will be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and will be remitted promptly to the City.

3. Indirect Costs

If indirect costs are charged, the Consultant will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and will submit such plan to the City for approval prior to the execution of the Agreement.

4. Payment Procedures

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

D. Procurement

1. Compliance

The Consultant will comply with current city policy concerning the purchase of equipment and will maintain an inventory of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. The policy is available upon request. Housing Rehabilitation program assets (unexpended program income, property, equipment, etc.) will revert to the City upon termination of this Agreement.

2. OMB Standards

The Consultant will procure materials in accordance with the requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" for Procurement Standards, and Property Management Standards, covering utilization and disposal of property.

3. Travel

The Consultant will obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

4. Relocation, Acquisition and Displacement

The Consultant agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Consultant agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VIII PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Consultant agrees to comply with current city and state civil rights policies and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Consultant will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

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, Part I. in regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement. The Consultant will 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 City and the United States are beneficiaries of and entitled to enforce such covenants. The Consultant 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. Rehabilitation Act of 1973

The Consultant agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (929 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. No otherwise qualified individual with handicaps in the United States will, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5. The Age Discrimination Act of 1975

No person in the United States will, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. Affirmative Action

1. Approved Plan

The Consultant agrees that it will be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The City will provide Affirmative Action guidelines to the Consultant upon request to assist in the formulation of such program. The Consultant will submit a plan, if applicable, for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Consultant will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female 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 African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Consultant may rely on written representations by Consultants regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Consultant will furnish and cause each of its Subconsultants to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, 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 Consultant 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, advancing the labor union or worker's representative of the Consultant's commitments hereunder, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Consultant will include the provisions of Paragraphs VII 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 Subconsultant or vendor.

C. Employment Restrictions

1. Prohibited Activity

The Consultant is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities. Consultant will certify that it is familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031), and; that all persons/entities/firms acting on behalf of Consultant have and will comply with the County Code, and; that any person/entity/firm who seeks a contract will be disqualified there from and denied the contract and, will be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of Consultant fails to comply with the provisions of the County Code. Ordinance No. 93-0031 amending the Los Angeles County Code relating to lobbyists is attached hereto as Attachment I and incorporated into this Agreement by reference.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they will not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other necessary actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, will be assigned to work in accordance with reasonable safety practices.

4. Labor Standards

The Consultant 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, the Safety Standards Act, the Copeland 'Anti-Kickback' Act (40 U.S.C. 276, 327-333) 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 Consultant will maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation will be made available to the City for review upon request.

The Consultant agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, will comply with federal

requirements adopted by the City pertaining to such contract, will comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3,1 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; 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 Consultant of its obligation, if any, to require payment of the higher wage. The Consultant will cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

D. Conduct

1. Assignability

Consultant may not assign any portion of this Agreement without the express written consent of the City. Any attempt by Consultant to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate this Agreement through the Executive Director or his/her designee.

2. Hatch Act

The Consultant agrees that no funds provided, nor personnel employed under this Agreement, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Conflict of Interest

The Consultant agrees to abide by the provisions of 24 CFR Part 570, Section 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and will not acquire any financial interest direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by the Consultant hereunder. The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the City. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the City any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City's interest and the interests of the third parties. These conflict of interest provisions apply to any person who is an employee, agent consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or Consultants which are receiving funds under the CDBG Entitlement program. In the procurement of supplies, equipment, construction and services by Consultants, the conflict of interest provisions in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and 24 CFR 570.611, respectively, will apply. No employee,

officer or agent of the Consultant will participate in 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.

4. Subcontracts

The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the City. Any attempt by the Consultant to subcontract without the prior consent of the City may be deemed a material breach of this Agreement. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the City's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the City.

The Consultant shall indemnify and hold the City harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant's employees. The Consultant shall remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract, notwithstanding the City's approval of the Consultant's proposed subcontract. The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Consultant is responsible to notify its Subcontractors of this City right. The City's CDBG Administrator is authorized to act for and on behalf of the City with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the City, the Consultant shall forward a fully executed subcontract to the City for their files. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract. The Consultant shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the City from each approved Subcontractor. The Consultant shall ensure delivery of all such documents to the City before any Subcontractor employee may perform any work hereunder.

5. Copyright

If this Agreement results in any copyrightable material the City 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 for government purposes.

6. Religious Organization

The Consultant agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR Part 570, Section 570.2000.

7. Safely Surrendered Baby Law

- a. The Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

b. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Consultant with the poster to be used.

IX. ENVIRONMENTAL CONDITIONS

A. Flood Disaster Protection

The Consultant agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. - 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

B. Lead-Based Paint

The Consultant agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement will be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 570, Section 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification will 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.

C. Historic Preservation

The Consultant 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.

[SIGNATURES FOUND ON NEXT PAGE]

This agreement may be modified at any time by mutual consent, but such modification must be in written form signed by the authorized representative of each party.

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

SERGIO GONZALEZ, City Manager
City of Azusa

Date: _____

CONSULTANT

Date:

Attest:

City Clerk