

**SUBRECIPIENT AGREEMENT
BETWEEN SISKIYOU COUNTY AND
HOPE CRISIS RESPONSE NETWORK FOR
SINGLE FAMILY HOME CONSTRUCTION FOR THE
SISKIYOU COUNTY SLATER FIRE HOME REPLACEMENT PROGRAM
(HCD STANDARD AGREEMENT 21-CDBG-PI-00017)**

THIS AGREEMENT, entered this ____ day of _____, 2022 by and between the Siskiyou County (herein called the “County”) and Hope Crisis Response Network (herein called the “HCRN”).

WHEREAS, the County has Program Income funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program (“the Department”) 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, the County has approximately \$686,340.00 in CDBG Program Income for the Program;

WHEREAS, County wishes to engage HCRN for construction services to build single family homes for those qualified individuals who lost their homes as a result of the Slater Fire, and have been approved by Great Northern Service (GNS) under separate contract with County;

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

I. SCOPE OF SERVICE

A. Exhibit A Scope of Work & Exhibit B Sample Program Workflow

B. Guidelines

Siskiyou County Community Development Block Grant Housing Rehabilitation Guidelines (“Guidelines”) adopted on 10/20/2020 by Resolution No. 20-157 and amendments are incorporated into this Subrecipient Agreement and shall be take precedence if there is difference between this Subrecipient Agreement and the Guidelines.

C. 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. This activity will meet objective of benefit to low- and moderate-income persons as certified by GNS.

D. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units</u>
County Inspected and Approved 2 bedroom/2 bath or 3 bedroom/2 bath home	4-6

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of HCRN shall start upon the execution of the Subrecipient Agreement and end 30 months from execution date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which County remains in control of CDBG funds or other CDBG assets in order to fulfill the subrecipient agreement.

III. BUDGET

HCRN will be reimbursed by County for; (1) actual costs of Builder’s Risk policy, (2) building and finish materials, and appliances, etc., (3) delivery fees and taxes associated with #2, (4) actual costs of procured subcontractor’s work inspected and approved by GNS and/or a Siskiyou County building inspector, (5) Structural engineer’s costs, and (6) Contractor’s license fee.

HCRN indirect costs, overhead charges and/or costs supplied by volunteer and other labor not performed by a procured licensed subcontractor are not allowed and shall be at no-cost to the homeowner, County or GNS.

Materials, Appliances, Subcontract Labor, Builders Risk Policy, Structural Engineer, Contractor’s License Fee	\$555,834
<u>Total</u>	<u>\$555,834</u>

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$555,834. Progress Payments shall be made against the line-item budgets specified in Paragraph III herein and in accordance with materials and appliances being at the homeowner’s jobsite and the procured subcontractor’s work inspected and approved by GNS and/or a Siskiyou County building inspector.

HCRN will submit all Progress Payments to GNS for approval. GNS will review and submit to County upon approval.

Payments may be contingent upon certification of HCRN’s financial management system in accordance with the standards specified in 2 CFR 200.302.

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 contract shall be directed to the following contract representatives:

<u>HCRN</u>	<u>County</u>
Kevin Cox	Kristen Lackey
Hope Crisis Response Network	County of Siskiyou
PO Box 967	806 South Main St.
Middletown, CA 95461	Yreka, CA 96097
(707) 350-2151	(530) 841-2160

VI. GENERAL CONDITIONS

A. General Compliance

HCRN 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) HCRN does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) HCRN does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. HCRN also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract including 2 CFR Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards". HCRN 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. HCRN shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as HCRN is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

HCRN shall provide Workers' Compensation Insurance coverage for all of its employees and/or volunteers involved in the performance of this Agreement.

E. Insurance & Bonding

HCRN 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.

HCRN shall comply with the bonding and insurance requirements of 2 CFR 200.310 and 200.326, Bonding and Insurance.

F. County Recognition

HCRN shall ensure recognition of the role of the County, HCD and HUD 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, HCRN will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

County or HCRN 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 County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release County or HCRN from its obligations under this Agreement.

County 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 County and HCRN.

H. Suspension or Termination

In accordance with 24 CFR 85.43, County may suspend or terminate this Agreement if HCRN 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 HCRN 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 HCRN to County 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 County or HCRN, 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, County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, County may terminate the award in its entirety.

I. Debarment & Suspension

HCRN shall be eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. HCRN shall furnish proof through printout of HCRNs registration on SAM.gov of being eligible to receive federal funding which will become an attachment to this Agreement.

In addition, HCRN must comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the vendor, contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

J. Drug Free Work Place

Subrecipients shall comply with the Drug-Free Workplace Act of 1988 and shall submit their policy so it becomes an attachment to this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

HCRN agrees to comply with 2 CFR 200 Subpart E 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

HCRN shall administer its program in conformance with 2 CFR Part 200 as applicable. 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

HCRN 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 2 CFR 200 Subpart E; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

HCRN shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of County's annual performance and evaluation report to the County or HUD in which the activities assisted under the Agreement are reported on for the final time. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

HCRN will not be responsible for client data.

GNS under separate contract shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

HCRN understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of County's or HCRN's responsibilities with respect to services provided under this contract, is prohibited by all State and Federal laws 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

HCRN's obligation to County 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 County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that HCRN has control over CDBG funds, including program income.

6. Audits & Inspections

All HCRN records with respect to any matters covered by this Agreement shall be made available to County, HCD, 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 HCRN within 30 days after receipt by HCRN. Failure of HCRN to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. HCRN hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

No Program Income shall be generated by HCRN during this subrecipient agreement.

HCRN shall report as required all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by HCRN shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, HCRN may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to County at the end of the contract 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 County.

2. Indirect Costs

No Indirect Costs shall be generated by HCRN during this subrecipient agreement.

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

3. Payment Procedures

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

4. Progress Reports
HCRN shall submit regular Progress Reports to GNS in the form, content, and frequency as required by County.

D. Procurement

1. Compliance
HCRN shall comply with current County/HUD policy concerning the purchase of materials 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, materials equipment, etc.) shall revert to the County upon termination of this Agreement.
2. 2 CFR 200
Unless specified otherwise within this agreement, HCRN shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-200.327.
3. Travel
HCRN shall obtain written approval from GNS and County for any travel inside or outside the area 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 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. HCRN shall transfer to County 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 HCRN'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 [or such longer period of time as the County deems appropriate]. If HCRN fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, HCRN shall pay the County 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 County. HCRN may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the County deems appropriate.
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 HCRN for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

HCRN is not responsible for relocation.

Under separate agreement, GNS 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 County may preempt the optional policies. GNS 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. GNS also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

HCRN agrees to comply with all local and state civil rights ordinances 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 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, 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

HCRN 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 contract 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 contract, HCRN 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 County and the United States are beneficiaries of and entitled to enforce such covenants. HCRN, 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

HCRN 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. County shall provide HCRN 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
HCRN agrees that it shall be committed to carry out pursuant County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. County shall provide Affirmative Action guidelines to HCRN to assist in the formulation of such program. HCRN 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)
HCRN 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 contract. As used in this contract, 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. HCRN 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
HCRN 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 County, 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
HCRN 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 HCRN'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
HCRN will, in all solicitations or advertisements for employees placed by or on behalf of HCRN, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.
The contractor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

6. Subcontract Provisions
HCRN 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

HCRN 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

HCRN 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. HCRN 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. HCRN shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

HCRN 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 contract, shall comply with Federal requirements adopted by County 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 HCRN of its obligation, if any, to require payment of the higher wage. HCRN 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 contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the County, 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: HCRN 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: HCRN 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. HCRN 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

HCRN shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to HCRN from the County under this contract 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 County.

2. Subcontracts

- a) Approvals: HCRN shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of County prior to the execution of such agreement.
 - b) Monitoring: HCRN 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: HCRN shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d) Selection Process: HCRN 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 County along with documentation concerning the selection process.
3. Hatch Act
HCRN 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
HCRN agrees to abide by the provisions of 2 CFR 200.112 and 570.611, which include (but are not limited to) the following:
- a) HCRN 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 HCRN 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 County, the Subrecipient, the Subrecipient's Subrecipient or any designated public agency.
5. Lobbying
HCRN 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 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 contract results in any copyrightable material or inventions, the County 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.

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Activities

HCRN 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.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

HCRN 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.

XI. 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.

XII. 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.

XIII. WAIVER

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

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between County and HCRN 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 County and HCRN with respect to this Agreement.

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

Date: _____

COUNTY OF SISKIYOU

_____, Chair
County of Siskiyou
Board of Supervisors

ATTEST:
LAURA BYNUM
County Clerk, Board of Supervisors

By: _____
Wendy Winningham, Deputy

Date: 12/12/2022

Hope Crisis Response Network, a Nonprofit 501(c)3 Organization

DocuSigned by:
Kevin Cox

883724C3915A4BB...
Kevin Cox, Executive Director

Date: 12/12/2022

Hope Crisis Response Network, a Nonprofit 501(c)3 Organization

DocuSigned by:
Brenda Benner

7EB63A3084D4F6...
Brenda Benner, Secretary

TAXPAYER I.D.: 35-2147808

ACCOUNTING:

	Fund	Organization	Account	Amount
FY 22/23	2750	807010	723500	\$400,000.00
FY 23/24	2750	807010	723500	\$155,834.00

Exhibit A

Scope of Work

1. County does hereby agree to use HCRN to do all the work and understands that HCRN is not responsible for the funding of the building materials or the subcontracted labor.
2. HCRN will provide a Cost Estimate Budget for each home to the County via GNS and will oversee the Cost Estimate Budget and the rebuilding of each home with the estimate, plans and specifications as specified in a Project Bid.
3. HCRN will work with GNS closely to ensure compliance with County, HCD and HUD guidelines and to deliver a completed, Siskiyou County inspected and approved home, to the satisfaction of the County and homeowner.
4. HCRN herein agrees to perform all work based on California building codes for construction and rebuild work for the home of the qualified of homeowner as determined by GNS.
5. With the assistance of GNS, HCRN will procure all vendors to supply all materials and procure all subcontracted labor that is not being supplied by HCRN. Procurement will follow County, HCD and HUD guidelines and 2CFR200. All debarment and Section 3 regulations shall be followed for vendors and subcontractor. These are the trades and materials that shall be procured:
 - a. Soils engineer
 - b. Sitework
 - c. Foundation
 - d. Electrical
 - e. Drywall
 - f. Insulation
 - g. Plumbing
 - h. HVAC
 - i. Building Materials
 - j. Finish Material
 - k. Appliances (shall meet HUD guidelines)
6. HCRN will enter into a master contract with each material vendor and subcontractor procured in which the County will reimburse the HCRN for expenses for the duration of this Contract.
7. HCRN shall be responsible for obtaining all necessary permits for the work to be performed, and the work being done or any part thereof shall not be deemed completed until accepted as satisfactory by the owner, County building inspector and GNS on behalf of the County. This is at no cost to County or homeowner.
8. The County, GNS and Homeowner understands that all work is done as best effort and understands that all non-subcontracted labor is provided by volunteers.
9. HCRN covenants and agrees to, and does hereby, indemnify, and hold harmless and defend the Owner, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder.

- a. HCRN shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him, County, GNS and subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this contract, whether such operation be by himself or by anyone directly or indirectly employed by either of them; and the amounts of such insurance shall be as follows:
 - b. Owners Liability Insurance and Property Insurance: The Owner shall be responsible for purchasing and maintaining during the life of this contract, their own liability insurance and property insurance on the entire work at the site. This insurance shall include interest of the owner, the contractor, and sub-contractors in the work and shall insure against the perils of fire, extended coverage, vandalism, malicious mischief, and plate glass insurance.
10. All guarantees are warranted for the improvements herein provided, for a period of length of said guarantees/warranties from the date of final acceptance of all work required. HCRN will warranty the volunteer labor to the Owner. HCRN agrees all materials incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects.
11. HCRN shall supervise and direct the work using its best skill and attention. HCRN shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.
12. Unless otherwise specifically noted, the County shall pay for all procured materials and subcontracted labor under contract by HCRN from the Cost Estimate Budget for each home as submitted per a Pay Request to GNS. All labor, construction equipment, and machinery, transportation, and other facilities and services necessary for the proper execution and completion of work the provided by HCRN shall be at no cost to the County, GNS or the Owner.
13. HCRN shall at all times enforce strict discipline and good order among his volunteers and subcontractors and shall not engage the work any unfit person or anyone not skilled in the task assigned to him.
14. The Owner shall not engage in illegal activity on the property. Should illegal activity be discovered HCRN will re-evaluate the contract and potentially stop the build and notify GNS and County.
15. HCRN has a stated drug-free workplace policy in place for staff, subcontractors and volunteers. HCRN explicitly prohibits the use, possession, solicitation, or sale of illegal drugs, including marijuana, alcohol, and prescription medication without a prescription. HCRN also explicitly prohibits being impaired or under the influence of legal, illegal drugs or alcohol which may adversely affect the staff member, volunteer or subcontractor work performance and safety. The safety of any person working on the property needs to be the priority at all worksites. This policy would include the owner and any guests visiting the site while any representatives of the HCRN are present or scheduled.

16. The County shall pay all sales, consumer, use, and other similar taxes required by law for materials per invoice submitted by HCRN and HCRN shall secure all permits and licenses necessary without cost to the Owner or County for the execution of the work unless specified.
17. HCRN shall furnish all shop drawings and samples as directed for approval of Owner for conformance with the design concept and with the information given in the Contract documents. The work shall be in accordance with approved samples and shop drawings.
18. HCRN at all times shall keep the premises free from accumulation of waste materials or rubbish caused by operations. At the completion of the work, all waste materials and rubbish shall be removed from and about the project as well as tools, construction equipment, machinery, and surplus materials, and shall clean all glass surfaces and shall leave the work "broom clean" or its equivalent, except as otherwise specified.
19. Clothes washers, dryers, and dishwashers may be purchased and installed with CDBG funds when all of the following conditions are met (January 4, 2011 US Dept. of Housing and Urban Development Guidance Regarding the Use of CDBG Funds for Washers, Dryers, and Dishwashers):
 - CDBG funds will be used to assist the rehabilitation or construction of the housing unit(s) (see 24 CFR 570.207(b)(3) for limitations on new housing construction eligibility);
 - Installation of such appliances conforms to local market demand and is comparable to unassisted homes in the local housing market;
 - Deed restrictions or covenants ensure that the appliances remain in the housing units, if appropriate;
 - Qualifying appliances meet or exceed Energy Star standards (dryers should follow instructions below, since Energy Star does not rate dryers);
 - National objectives requirements of 24 CFR 570.208, 570.483, and all other applicable local requirements are met.
 - High-efficiency appliances must meet the following standards:

Clothes Washers

- Consortium for Energy Efficiency (CEE) Tier 2 or higher
- Minimum energy factor of 2.0 or greater
- Water factor 6.0 or less

Clothes Dryers

- Minimum 7.0 cubic feet capacity: Shortens drying time due to maximization of air flow
- Sensor dry system: Measures moisture in drum, then automatically adjusts drying time and temperature
- Five temperature levels: High, medium high, medium, low, and ultra low

Dishwashers

- CEE Tier 2
- Minimum energy factor of 0.68 or greater
- Maximum annual energy use of 325 kilowatt-hours or less

Exhibit B

Siskiyou County CDBG Slater Fire Home Replacement Program

Sample Program Workflow

The Program Workflow may change and alter according to conditions and necessity for efficient execution of each project.

Subcontractor/Vendor Procurement Process-GNS/HCRN

1. GNS with the assistance of HCRN develops, publishes and advertise Request for Proposals per all guidelines for each subcontracted trade and material vendor in order to enter into a master contract for the duration of the contract between the County and HCRN. Section 3 and MBE/WBE regulations will need to be met. These are the following subcontracted trades and materials needed:
 - a. Subcontractors
 - i. Soils engineer
 - ii. Sitework
 - iii. Foundation
 - iv. Electrical
 - v. Drywall
 - vi. Insulation
 - vii. Plumbing
 - viii. HVAC
 - b. Material Vendors
 - i. Building and Finish Materials
 - ii. Trusses
 - iii. Cabinets/Countertops
 - iv. Flooring
 - v. Appliances (shall meet HUD guidelines)
2. GNS with the assistance of HCRN will open bids and reviews for the lowest responsive bid. The lowest responsive bid will be awarded the contract.
3. If there is only 1 lowest responsive bidder, GNS will work with HCD to have the contractor/vendor approved as a sole source provider.
4. Each lowest responsive bidder will enter into a master contract with HCRN. That vendor and contractor will be used for each home built. Each vendor and contractor will provide a Cost Estimate for each home so that HCRN can provide an overall budget for the home.

Client Application & Grant Approval-GNS

1. Will follow Siskiyou County's Community Development Block Grant Housing Rehabilitation Guidelines.

Construction Process-HCRN/GNS

1. Preconstruction conference with HCRN, GNS and Homeowner is scheduled to re-review plans, specifications, start date, pay schedule and date of completion.
2. Site Visit is scheduled with Homeowner, HCRN and GNS to stake location and have owner sign off.
3. Case Manager
 - a. Works with homeowner to complete the HCRN Contract Template and submits to HCRN for signature and County issues a Notice to Proceed.
 - b. Contacts soil engineer for Soils Letter required for permitting.

Soils engineer will need: the Homeowner's name(s), Contact information, Site Parcel Number, Site Address, and Plot Plan (from HCRN) for their specific project from HCRN. HCRN has both stamped plans for the 2 and 3 bedroom homes. HCRN will provide the Homeowner with a Standard Agreement for Services to engage soils engineer for the letter and cost.

NOTE: The soils engineer may want to visit multiple parcels at once to reduce costs.

Based on the current soils engineer estimate he can turn the Soils Letter around rapidly (1 to 2 weeks) assuming there are no major adverse soil conditions (e.g., clay, large fills, landslides, within the flood plain). For the simple sites with no fill, the cost is about \$500 per site. For large or complex sites with adverse soil conditions, a site specific cost would need to be developed.

- c. Provides homeowner with fillable Building Permit Application to complete highlighted items (to locate the Section, Township, Range by address use this link: <https://www.randymajors.org/township-range-on-google-maps?loc=true>).
 - d. Will contact the school district regarding construction fees (if needed). The contact is Debbie Moser, Administrative Assistant, Siskiyou Union High School District, phone: (530)926-3006 ext.1109, fax: (530)926-3113, Email dmoser@sisuhd.net.
4. Homeowner gives completed Building Permit Application to HCRN's project manager.
5. HCRN's project manager prepares Plot Plan for parcel based on information gathered at site visit which includes:
 - a. property lines with distances,
 - b. parcel topography,
 - c. parcel number,
 - d. address,
 - e. owner name,
 - f. infrastructure locations,
 - g. new home size and orientation, and
 - h. prior footprint and square footage of destroyed home (for benefit of CalFire).
6. HCRN's project manager emails Plot Plan to Frank Sands at Jackson & Sands Engineering (Structural Engineer) frank@jacksonandsandsengineering.com
7. Frank Sands emails HCRN's project manager the full Stamped Plan Set for the selected home size which includes:
 - a. Plot Plan,

- b. Title 24 energy calculations,
 - c. Truss calculations, and
 - d. Structural calculations.
8. HCRN's project manager will print two (2) full size sets (24" x 36") of the plans from Frank Sands. He will draw an "X" with the text "OMIT" through the options of the plan set that do not apply depending on the selections: Slab/Raised, Standard/Mirrored Floorplan. Upon approval one set will be kept by the County in Yreka, one will be returned with the Building Permit to be kept by HCRN for the Building Site.
9. The final permit package that includes two copies of the Plans, Building Permit Application, and Soils Letter will be transferred to Siskiyou County via the Inspector picking them up when in Happy Camp for inspections on Tuesdays/Thursdays, or by hand delivery to Yreka. They will reach out during review if there are additional items needed (septic, well, flood, etc.).
10. Following issuance of Building Permit, HCRN's project manager will contact Pacific Power at 888-221-7070 to obtain a Work Order for construction (choose 1 for Residential, 3 for Construction Related, 4 for Construction Related, and 2 for No Survey). HCRN will provide temporary power pole.
11. Pacific Power will send Estimator to come look at site and identify nearest pole, transformer, etc. and what will be necessary in order to establish power (temporary/construction and permanent).
12. Final Plan Set from Frank Sands and Residential Load Sheet will need to be provided to Estimator: Bradly Robinson (PacifiCorp) Bradly.Robinson@pacificcorp.com

2022 Electric Service Requirements Manual will apply to temporary and permanent power installation: https://www.pacificpower.net/content/dam/pcorp/documents/en/pp-rmp/electric-service-requirements/ESR_FULLL.pdf (temporary Power requirements).
13. Construction begins
 - a. HCRN will be responsible for Scope of Work as detailed in Exhibit A.
 - b. GNS will perform periodic field inspections to in order to check the scope of work, inspect material delivery, and to confirm the job is on schedule and within budget. These may or may not be at the same time as the county building inspections.
 - c. GNS will review work status with the homeowner and HCRN periodically in order to remedy any developing problems quickly and to ensure all parties are satisfied with the construction process.
 - d. GNS will refer back to the original plans and specifications to verify was completed as contracted with HCRN.
 - e. Homeowner may receive mechanics lien for subcontractors and/or materials which will be released before final payment is made to HCRN.
14. Construction ends: GNS performs final walk-through with owner and HCRN for client acceptance.
 - a. If not accepted and punch list is agreed upon by all parties, HCRN performs punch list items.
 - b. If not accepted an agreed upon arrangement will be brokered to complete the project.
15. Final Permit is signed off and given to homeowner.
16. Notice of Completion is recorded and is paid for with grant funds by County.

17. HCRN delivers Lien Releases from vendors/subcontractors to GNS

Progress Payment Process

1. HCRN may submit for progress payments per Guidelines.
2. Progress payments are for materials delivered to homeowner site and for subcontractor work that has been inspected and approved for by the homeowner, GNS and/or the Siskiyou County building inspector.
3. All progress payments must be on HCRN letterhead with invoice date, homeowners name and address and include invoices from vendors and/or subcontractors supporting the progress payment amount.
4. All vendor and subcontractor invoices must have the homeowner's name and address referenced on their invoice.
5. HCRN must submit their progress payments to GNS to review and approve. GNS will forward all approved progress payments to Siskiyou County for review, approval and payment made to HCRN.
6. HCRN submits its final payment request 30 days after Notice of Completion upon County Final Inspection to GNS for approval and submission to County for payment.