

SUBRECIPIENT AGREEMENT

#031-S1611

BETWEEN THE COUNTY OF EL DORADO AND **SIERRA BUSINESS COUNCIL**
FOR MICROENTERPRISE TECHNICAL ASSISTANCE PROGRAM ADMINISTRATION

THIS AGREEMENT is entered into between the COUNTY OF EL DORADO, a political subdivision of the State of California, referred to as COUNTY, and, **Sierra Business Council, a 501c3 on behalf of the Northeastern California Sierra Small Business Development Center (SBDC), duly qualified to conduct business in the State of California**, referred to as AGENCY, with reference to the following:

A. WHEREAS, COUNTY has entered into STANDARD AGREEMENT No. **13-CDBG-8935** referred to as STANDARD AGREEMENT and attached as Exhibit F, to receive funding from the Community Development Block Grant, referred to as CDBG, from the State of California, Department of Housing and Community Development, referred to as HCD, to finance The COUNTY Microenterprise Technical Assistance Program, referred to as PROGRAM; and

B. WHEREAS, AGENCY meets the requirements as outlined by the CDBG Program and COUNTY's procurement and/or subrecipient requirements and has represented to COUNTY that it is qualified, specially trained, experienced, expert and competent to perform the special services required hereunder and COUNTY has determined to rely upon such representations expertise in carrying out Microenterprise Technical Assistance Program; and

C. WHEREAS, COUNTY wishes to enter into a Subrecipient Agreement with AGENCY for purposes of implementing the PROGRAM mentioned above utilizing CDBG funds, including available CDBG Program Income (PI); and

ACCORDINGLY, IT IS AGREED:

1. TERM:

This Agreement shall become effective upon the execution of this Agreement by the COUNTY and shall expire on September 30, 2016, the expenditure deadline of the STANDARD AGREEMENT, unless otherwise terminated as provided in this Agreement.

2. SERVICES: AGENCY agrees to provide CDBG-eligible professional services and microenterprise technical assistance activities for the PROGRAM as described in Scope of Work Exhibit A, and to be compensated by COUNTY as outlined below in Section 3, PAYMENT FOR SERVICES

3. PAYMENT FOR SERVICES: COUNTY shall pay AGENCY a sum not to exceed \$85,000. Payment for services provided pursuant to this Agreement subject to the following conditions:

a. Microenterprise Technical Assistance Program

- i. Up to \$84,000 of CDBG funds will be spent only for CDBG-eligible Activity Delivery costs, as defined by HCD and outlined in SCOPE OF WORK (Exhibit A).
 - ii. The cost breakdown of services provided to the PROGRAM is defined in AGENCY BUDGET, attached as Exhibit B.
 - b. Program Related Reporting
 - i. Up to \$1,000 of CDBG funds will be spent only for CDBG-eligible general admin reporting costs, as defined by HCD and outlined in SCOPE OF WORK (Exhibit A).
 - ii. The cost breakdown of services provided is defined in the Budget, attached as Exhibit B.
 - c. General Conditions
 - i. The compensation to be provided to AGENCY under this Agreement will be reduced due to any inability to provide services, whether such an inability is due to AGENCY activities or other activities or circumstances beyond the control of AGENCY.
 - ii. COUNTY must approve budget changes in writing prior to any budget adjustment or amendment. The budget adjustment and amendment process is outlined in AGENCY BUDGET.
 - iii. Following the close of each quarter (March, June, September, December), AGENCY shall submit invoice statements stating the services provided and the actual costs of the previous quarter.
 - iv. Invoices shall be in the form and contain the information requested by COUNTY and shall be subject to approval by COUNTY, which approval shall not be unreasonably withheld. COUNTY will make payments within thirty (30) days of receipt of approved invoice. COUNTY will notify AGENCY of any objections, questions, or complaints regarding any particular invoice within fifteen (15) days of receipt of such invoice. If COUNTY determines that any amounts were improperly billed and/or paid to AGENCY, or AGENCY was improperly underpaid, adjustments by such amounts may be made in the payment on the current or a later invoice with explanation provided. No interest or penalties shall accrue for late payments.
- 4. PERFORMANCE REQUIREMENTS: AGENCY understands, acknowledges and agrees to the terms and conditions of the CDBG STANDARD AGREEMENT 13-CDBG-8935, inclusive of all exhibits and attachments, which are incorporated into this Agreement by reference and made part hereof. AGENCY shall be held to the same goals, milestones, performance measurements, laws, regulations, and requirements as entered into by COUNTY in the STANDARD AGREEMENT

and attached hereto as Exhibit F, and outlined in the SCOPE OF WORK (Exhibit A).

5. REPORTING REQUIREMENTS: AGENCY shall assist COUNTY in fulfilling all reporting requirements as entered into by COUNTY in the STANDARD AGREEMENT.

6. COMPLIANCE WITH LAW: AGENCY shall provide services in accordance with all of the provisions of Federal, State, and local laws; current and future enacted Federal, State, and local governmental guidelines, policies and available funding covenants; and the rules and regulations governing the HCD CDBG Program (42 U.S.C. 5301, 24 CFR Part 570, Subpart I, and California Administrative Code Sections 7050 through 7124). With respect to AGENCY'S employees, AGENCY shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. In addition, AGENCY agrees to fully comply with all Federal, State and local laws, regulations, and directives that apply to the work involved in the project, including but not limited to the applicable laws and regulations specified in the STANDARD AGREEMENT and Compliance Requirements attached as Exhibit C.

7. RECORDS: AGENCY shall maintain complete and accurate records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. In addition, AGENCY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All books, records, accounts, documentation, and all other materials relevant to the State STANDARD AGREEMENT shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, AGENCY shall make all such records available to the Auditor and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the expiration date of this Agreement or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.

8. MONITORING: COUNTY will monitor AGENCY during the term of this Agreement for compliance with any or all applicable requirements as outlined in Section 6 of this Agreement and for attainment of expenditure milestones and PROGRAM'S goals outlined in SCOPE OF WORK.

9. INSURANCE: Prior to approval of this Agreement by COUNTY, AGENCY shall file with the COUNTY Risk Management Department evidence of the required insurance as set forth in Insurance Requirements attached as Exhibit D.

10. AGENCY STATUS:

a. This Agreement is entered into by both parties with the express understanding that AGENCY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute AGENCY or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

b. AGENCY agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, AGENCY shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over AGENCY as to how the services will be performed. As AGENCY is not COUNTY'S employee, AGENCY is responsible for paying all required State and Federal taxes. In particular, COUNTY will not:

- i. Withhold FICA (Social Security) from AGENCY'S payments.
- ii. Make State or Federal unemployment insurance contributions on AGENCY'S behalf.
- iii. Withhold State or Federal income tax from payments to AGENCY.
- iv. Make disability insurance contributions on behalf of AGENCY.
- v. Obtain unemployment compensation insurance on behalf of AGENCY.

c. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of AGENCY to assure compliance with this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, AGENCY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by AGENCY or its agents, officers and employees under this Agreement. Such indemnification obligations shall not be limited in any way by any limitation or the amount or type of damages, compensation or benefit payable by or for either party under worker's or workmen's compensation, disability benefits or other employee entitlements. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by AGENCY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for AGENCY'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. CONFLICT OF INTEREST:

a. AGENCY agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of

interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including AGENCY for this purpose, from the making of any decision on behalf of COUNTY in which such officer, employee or AGENCY has a direct or indirect financial interest. A violation can occur if the public officer, employee or AGENCY participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on AGENCY or any business firm in which AGENCY has an interest, with certain narrow exceptions.

b. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or its proceeds, 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.

c. AGENCY agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform COUNTY designated representative and provide all information needed for resolution of this question.

13. TERMINATION:

a. Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to AGENCY the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from AGENCY of any and all plans, specifications and estimates, and other documents prepared by AGENCY in accordance with this Agreement. No sanctions will be imposed.

b. With Cause: This Agreement may be terminated by either party should the other party:

- i. be adjudged a bankrupt, or
- ii. become insolvent or have a receiver appointed, or
- iii. make a general assignment for the benefit of creditors, or
- iv. suffer any judgment which remains unsatisfied for thirty (30) days, and

which would substantively impair the ability of the judgment debtor to perform under this Agreement, or

v. materially breach this Agreement. Material breach includes but is not limited to AGENCY failing to perform obligations under this Agreement, and AGENCY failing to perform obligations in accordance with the PROGRAM'S time schedules set forth in STANDARD AGREEMENT.

Termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the reasonable satisfaction of the non-defaulting party within fifteen (15) days of the receipt of written notice specifying the breach. If the breach is not remedied within that fifteen (15) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a fifteen (15) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to AGENCY the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which AGENCY'S services are to be performed, may immediately suspend performance by AGENCY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by AGENCY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire Agreement between AGENCY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

15. HEADINGS: Section headings are provided for organizational purposes only and do not

in any manner affect the scope, meaning or intent of the provisions under the headings.

16. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE, BUILDING A
PLACERVILLE, CA 95667
ATTN: CHIEF ADMINISTRATIVE OFFICER

AGENCY:

Sierra Business Council
10183 Truckee Airport Road
Truckee, CA 96161
ATTN: KRISTIN YORK

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

17. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

18. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

19. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made in and shall be performed in El Dorado COUNTY, California. AGENCY waives the removal provisions of California Code of Civil Procedure section 394.

20. VENUE: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado COUNTY, California, and shall be resolved in accordance with the laws of the State of California

21. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

22. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

24. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts which may be reasonably required to affect the purposes of this Agreement.

25. **ASSURANCES OF NON-DISCRIMINATION:** AGENCY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by State or Federal law or regulation.

26. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of AGENCY and AGENCY'S employees and no part of this Agreement may be assigned or subcontracted by AGENCY without the prior written consent of COUNTY.

27. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

28. **PROFESSIONAL MANNER:** AGENCY shall provide the services contemplated by the Agreement in a professional manner and quality satisfactory to the COUNTY.

29. **PATENT AND COPYRIGHTS:** AGENCY may deliver Program materials to COUNTY under

this Agreement. Program materials include, but are not limited to programs tools, worksheets, documentation and reports. AGENCY retains title, including ownership or copyright, to all materials. However, AGENCY grants COUNTY the right to make necessary copies of Program materials only for their intended use. Such copies are subject to the provisions of the Copyright Laws of the United States. AGENCY does not grant the right to redistribute Program materials under any condition.

30. DOCUMENT OWNERSHIP: All other finished or unfinished documents, data, studies, computer programs, methodological explanations, surveys, models, photographs, and reports prepared by AGENCY under the Agreement and not protected under Patent and Copyrights shall be considered the property of the COUNTY. Upon completion of the services to be performed or upon termination of the Agreement, these materials shall be turned over to the COUNTY, provided that in any case AGENCY may, at no additional expense to the COUNTY, make and retain copies thereof as it desires. AGENCY further agrees to keep those materials, which may not be public records under the laws of the State of California confidential.

31. RECOGNITION OF COUNTY AND CDBG. Contractor shall ensure recognition of El Dorado County and CDBG in providing funding for Services provided by this Contract. All activities, facilities, items, and publications utilized or made possible pursuant to this Contract shall indicate the funding source.

32. LOCAL SOURCING. Contractor shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Contract, a local business is one that maintains a current business license from the Treasurer Tax Collector of El Dorado County.

33. FUNDING CLAUSE: AGENCY acknowledges that COUNTY is dependent upon certain Federal and State funding to pay for the PROGRAM provided for in this Agreement. When COUNTY is given Authority to Use Grant Funds from CDBG to fund the PROGRAM, this Agreement will become effective. If such funding is discontinued or reduced, COUNTY may exercise its sole discretion to reduce the amount of Microenterprise Technical Assistance Program funds or terminate the Agreement by giving the AGENCY 30 calendar days notice of the reduction or termination.

34. FISCAL CONSIDERATIONS: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that

does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

35. IMPROPER USE OF FUNDS: To the fullest extent permitted by law, AGENCY shall hold harmless, defend and indemnify COUNTY from any liability, action or losses incurred by COUNTY as a result of AGENCY'S improper use of funds under this Agreement.

36. CLOSE-OUTS: AGENCY'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, return of program assets (including the return of all unused Program materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY), and determining the custodianship of records.

37. ATTORNEY FEES: If either party shall initiate legal proceedings to enforce or construe the terms of this Agreement, or for damages, the prevailing party shall be entitled to its attorney's fees and costs.

38. ADMINISTRATOR: The COUNTY Officer or employee with responsibility for administering this Agreement on behalf of COUNTY is Pamela Knorr, Chief Administrative Officer, or successor.

39. AUTHORIZED SIGNATURES: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties to the obligations set forth herein.

THE PARTIES, having read and considered the above provisions, indicate their Agreement by their authorized signatures below.

AGENCY

[CONTRACTOR]

Sierra Business Council, behalf of the NORTHEASTERN CALIFORNIA SMALL BUSINESS DEVELOPMENT CENTER

Date: _____ BY: _____

COUNTY

Date: _____ BY: _____
Chief Administrative Officer

Approved as to Form
County Counsel

By: _____
County Counsel

Date: _____

LIST OF EXHIBITS

- EXHIBIT A Scope of Work
- EXHIBIT B Agency Budget
- EXHIBIT C Compliance Requirements
- EXHIBIT D Insurance Requirements
- EXHIBIT E Travel Policy Board of Supervisors Policy D-1
- EXHIBIT F CDBG Standard Agreement 13-CDBG-8935, including County Application
- EXHIBIT G El Dorado County Microenterprise Technical Assistance Program Guidelines

EXHIBIT A – SCOPE OF WORK

SERVICES PROVIDED BY THE AGENCY

AGENCY will provide services related to microenterprises technical assistance activity delivery of the COUNTY'S CDBG PROGRAM as described in STANDARD AGREEMENT 13-CDBG-8935 between COUNTY and State (Exhibit F), and the El Dorado COUNTY Microenterprise Technical Assistance Program Guidelines (Exhibit G) including Scope of Services. AGENCY agrees to furnish the personnel and equipment necessary to provide services listed below.

The COUNTY's grant application forms part of the STANDARD AGREEMENT and describes the COUNTY's approved program. AGENCY shall conduct program activities in conformance with the COUNTY's approved program and applicable State and federal law.

MICROENTERPRISE TECHNICAL ASSISTANCE PROGRAM (TAP) SERVICES

The AGENCY shall provide the services described in the Program Guidelines (Exhibit G). A summary of the AGENCY's role is described below. All meetings with potential applicants, COUNTY staff, etc. shall take place in El Dorado COUNTY, unless otherwise specified by COUNTY.

TAP PROGRAM DEVELOPMENT AND DELIVERY

Within 30 days from execution of this Agreement, AGENCY will develop and present to COUNTY a Technical Assistance and Training Program for Microenterprises in accordance with TAP Guidelines. (Exhibit G) Technical Assistance and Training will begin no later than September 2015 or as soon as reasonably possible and end by September 30, 2016.

PROGRAM STRUCTURE

AGENCY will provide two workshop series and two Business Bootcamp Workshops enhanced by one-on-one counseling in separate regions within El Dorado County.

Business Bootcamp Workshops will be delivered in-person by subject matter experts and consist of lecture, experiential activities and introduction to computer-based tools such as financial models, templates and project management models, and consist of open communication, lecture, hands-on activities . Each Business Bootcamp will be at least six hours in length and held over a one- or two day period and take place on the West Slope and in South Lake Tahoe Basin, or other location as mutually agreed by COUNTY and AGENCY.

Each workshop series will be conducted over a consecutive seven-week period. Each workshop will be three hours in length and held one day per week. All eligible program participants will receive a minimum of 10 hours of one-on-one counseling during and after seven weeks of workshop instruction.

Each seven-week workshop series will be held face-to-face in two separate locations: Placerville, El Dorado Hills, or Cameron Park and the South Lake Tahoe Basin, or other location as mutually agreed by COUNTY and AGENCY.

Each series of workshops or Business Bootcamp will have a targeted minimum of six eligible participants (24 total program participants). The target number of graduates for each workshop series or Business Bootcamp is four (16 total program graduates). All workshop attendees will receive one-on-one counseling. Program participants will have at their timely disposal professionally trained business counselors that receive Small Business Administration (SBA) and America's Small Business Development Center (ASBDC) approved training annually.

PROGRAM ACTIVITIES AND CONTENT

Participants will receive a preliminary and post business skills assessment in the areas of management, finance and technology. The skills assessment will assist in program delivery and placing participants with the appropriate one-on-one business counselor(s).

All eligible participants receiving one-on-one counseling will receive a detailed demographic report targeting their business and industry; the report will assist them in writing a comprehensive business plan.

Key aspects of this one-on-one training provided by the AGENCY may include, but are not limited to:

- 1) One-on-One Counseling: The one-on-one counseling will be provided as an exclusive priority to program participants, using dedicated business counselors, who are available to work within the timelines of the microenterprise training program approved by the COUNTY.
- 2) Skill Building: The one-on-one counseling is designed to teach necessary business skills in a methodical and logical order, building upon a previous skill learned.
- 3) Online Resources: AGENCY will provide online training materials to each student, including but not limited to demographic information used for developing a market strategy.
- 4) Discounts: Discounts on Quickbooks for students may be made available.
- 5) Workshops will consist of open communication, lecture, hands-on activities and short presentations by participants.
- 6) Workshops will focus on writing a comprehensive business plan and completing financial projections to support business feasibility.
- 7) Business Bootcamp Workshops will focus on writing a comprehensive business plan, strategic marketing plan and completing financial projections to support business feasibility and access to capital.
- 8) Program materials developed by the AGENCY will be utilized in all workshops.
- 9) Workshop training will consist of topics (list below).

Topics listed below will be used by the AGENCY as a training guide. They are:

- Business Basics - Skills Entrepreneurs Need: What it Takes to Survive in Business (Pre Assessment)
- Business Plan: Your Roadmap to Success
- Keeping the Books - Financial Management, Cash Flow Forecasting and Planning
- Social Media and Communication Tools and Organization
- Branding and Marketing
- QuickBooks and accounting
- Access to Capital, Alternative Finance and Crowdfunding
- Post Assessment

Business support services may be provided one-on-one or in combination with on-line classes to eligible CDBG microenterprise individuals or businesses who are not enrolled in a workshop series but who may benefit from individual topics listed above to be used as a training guide. Eligible business support clients may receive up to 10 hours of one-on-one counseling, or more hours upon written authorization in advance from the COUNTY.

TAP REPORTING AND ADMINISTRATION

- Perform marketing activities to identify potential program participants.
- Screen applicants to verify eligibility criteria for the TAP are met.
- Using COUNTY-approved forms (or substitute forms approved by COUNTY), provide monthly reports of TAP activities and outcomes to include outreach activities, number of applicants contacted, applicants screened, telephone call logs, technical assistance delivered and program graduates.
- Establish and maintain complete TAP files to allow monitoring of the program by State and/or COUNTY staff or auditors.
- Maintain confidentiality of all applicant files.

NATIONAL OBJECTIVE

Under federal regulations, use of CDBG funds for microenterprise activities must meet the national objective of benefit to low/mod income persons under the Limited Clientele definition. As such, all microenterprise owners must be documented as meeting HUD low/mod income definition prior to receiving any Program services. Low/mod income is defined as total gross family income that does not exceed eighty (80) percent of the median monthly income for El Dorado COUNTY adjusted for family size, as published annually by the CDBG at <http://www.hcd.ca.gov/fa/home/homelimits.html>. This is in addition to meeting the definition of a microenterprise, as described in Section 3.6 of the Program Guidelines. The CDBG income self-certification form will be used to verify income of Program applicants for the Microenterprise Technical Assistance Program.

As with other Microenterprise Program activities, if the AGENCY finds that the applicant income information is not accurate and the Program Participant is over HUD's income limits, then a Program applicant is ineligible and Program services currently being offered to Program Participants must cease immediately.

PROGRAM GOALS

AGENCY shall be held to the same goals, milestones, performance measurements, and requirements as entered into by COUNTY in the STANDARD AGREEMENT and more thoroughly explained in the grant application. AGENCY will assist COUNTY in the achievement of the following PROGRAM goal by the contract expiration date:

The principal objective of the COUNTY CDBG Microenterprise Technical Assistance Program will be to assist a minimum of 12 income eligible individuals who meet the definition of a microenterprise consisting of four existing microenterprises wishing to expand and eight business startups.

PROJECT SCHEDULE

Unless amended by mutual written Agreement by AGENCY and COUNTY, AGENCY will perform the described Microenterprise Technical Assistance tasks and complete the program by September 30, 2016.

SERVICES PROVIDED BY COUNTY

COUNTY will be responsible for monitoring AGENCY as well as the completion and submittal of all required CDBG semiannual, annual, and close-out reports, including draw requests submitted to CDBG.

Note: The regulations at 24 CFR 570.501 – 503 and 24 CFR 85.40 require grantees to monitor the day-to-day operations of subrecipient activities for compliance with applicable Federal requirements as well as to assess performance goal achievements. Grantee monitoring must cover each program, function, or activity.

EXHIBIT B – AGENCY BUDGET

COMPENSATION FOR SERVICES:

For services provided herein, COUNTY agrees to pay AGENCY in arrears and within thirty (30) days following COUNTY's receipt and approval of itemized invoice(s) identifying services rendered and, where appropriate, individuals served. Payment shall be made to AGENCY at the address provided under Section 16, unless otherwise notified in writing by AGENCY on AGENCY's official letterhead. All invoices for TAP services must be received by COUNTY by September 30, 2016. COUNTY agrees to reimburse AGENCY for travel expenses in accordance with Exhibit E, Board of Supervisors Travel Policy D-1, incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$85,000.

AGENCY shall invoice COUNTY in accordance with hourly rates and categories outlined below and the successful completion and acceptance by COUNTY of the following deliverables:

1. AGENCY shall invoice COUNTY in the amount of \$7,000 for each 7-week workshop series in the maximum sum of \$1,000.00 per workshop provided the following criterion is met: each workshop shall be a minimum of three hours in length and held one day per week over a consecutive 7-week period; a minimum of six CDBG-eligible individuals shall participate in each workshop, unless a lower number is agreed upon in writing in advance by the COUNTY; a minimum of four persons shall graduate from each workshop series, unless a lower number is agreed upon in writing in advance by the COUNTY; and successful completion and acceptance by COUNTY of each series.

If less than the required number of CDBG-eligible individuals participate in and graduate from the workshops without prior written authorization from the COUNTY, payment for the series shall be prorated based on the number of graduates. AGENCY shall provide a copy of the sign-in sheet for each workshop with each monthly invoice submitted.

AGENCY shall invoice COUNTY in the amount of \$3,000 for each Business Bootcamp Workshop in the maximum sum of \$6,000.00 per workshop provided the following criterion is met: each workshop shall be a minimum of six hours; a minimum of six CDBG-eligible individuals shall participate in each workshop, unless a lower number is agreed upon in writing in advance by the COUNTY; a minimum of four persons shall graduate from each workshop, unless a lower number is agreed upon in writing in advance by the COUNTY; and successful completion and acceptance by COUNTY of each series.

If less than the required number of CDBG-eligible individuals participate in and graduate from the Business Bootcamp Workshop without prior written authorization from the COUNTY, payment for the workshop shall be prorated based on the number of

graduates. AGENCY shall provide a copy of the sign-in sheet for each workshop with the monthly invoice submitted following the workshop.

2. AGENCY shall invoice COUNTY monthly in arrears for one-on-one counseling services provided to individuals. AGENCY shall provide a minimum of 10 hours of one-on-one counseling to each workshop participant. One-on-one counseling in excess of 10 hours per individual must be approved in writing by COUNTY in advance. A maximum of 400 hours of counseling services shall be provided under this Agreement, at an hourly rate of \$100 and for a maximum Agreement total of \$40,000. Invoices shall be itemized with the information specified for each client on the forms provided by the COUNTY.
3. AGENCY shall invoice COUNTY monthly in arrears for business support services provided to CDBG microenterprise-eligible individuals. Invoices shall be itemized with the client names, a brief description of services provided and counseling hours charged for each client. Eligible business support clients may receive up to 10 hours of one-on-one counseling, or more hours upon written authorization in advance from COUNTY. A maximum of 100 hours of business support services shall be provided under this Agreement, at an hourly rate of \$100 and for a maximum Agreement total of \$10,000. Invoices shall be itemized for each client with the information specified on the forms provided by the COUNTY.
4. AGENCY shall invoice COUNTY for Activity Delivery costs in an amount not to exceed actual costs invoiced for the TAP workshops, one-on-one counseling and business support services, up to a maximum of \$14,000. Under the CDBG STANDARD AGREEMENT, this amount can only be invoiced concurrent with and/or after the program delivery. AGENCY shall invoice according to CDBG requirements for Activity Delivery costs. Invoices shall be itemized with the information for each activity specified on the forms provided by the COUNTY.
5. AGENCY may invoice COUNTY monthly in arrears for General Administration Reporting itemized activities related to the TAP in a total amount not to exceed \$1,000 over the term of this Agreement.
6. Each invoice submitted to COUNTY by the AGENCY must include the following:
 1. Running total of expenditures to date by line item for CDBG compensable services.
 2. Documentation of services provided or expenditures, including copies of all invoices, contracts, receipts, bills, time sheets, or other references documenting the charges billed to the COUNTY or incurred by AGENCY.

BUDGET ADJUSTMENTS

A budget adjustment is defined as a change in value for reimbursable line items without a change in the dollar value for reimbursable services rendered by AGENCY. COUNTY may

consider AGENCY budget adjustments after submittal of a formal proposal, including the following documentation:

1. Progress report outlining expenditures, milestones achieved to date and any outstanding balance;
2. Proposed budget outlining projected costs for the entire duration of the contract, highlighting where actual costs are expected to differ from the original budget;
3. Explanations and justifications for changes in each line item; and
4. Plan outlining expected uses of adjusted funds.

CHARGE RATE SCHEDULE

AGENCY will request reimbursement for this Agreement based on an actual cost for actual work basis. Reasonableness, allowability and allocability of costs not to exceed the Agency Budget noted as follows:

AGENCY BUDGET - Microenterprise Technical Assistance Program:

Sierra Business Council as Northeastern California Small Business Development Center	<ul style="list-style-type: none"> • \$100 per hour for program operation and general counseling • \$55 per hour for reporting
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ACTIVITY #1 – Workshop Series

Number of Workshop Series	Minimum Enrollment	Number of Weeks	Maximum Cost per Workshop Series	Maximum Cost for Two Workshop Series	Notes
2	6 people or 4 ME	7	\$7,000	\$14,000	Flat Rate

ACTIVITY #2 – Business Bootcamp Workshops

Number of Bootcamps	Minimum Enrollment	Number of Days	Maximum Cost per Bootcamp	Maximum Cost for Two Bootcamps	Notes
2	6 people or 4 ME	1 or 2	\$3,000	\$6,000	Flat Rate

ACTIVITY #3 - One-on-One Counseling

Total Clients	Total Hours	Rate per Hour	Total	Notes
Maximum total of 40 Minimum total of 18	400 (10 hours minimum per eligible client)	\$100	\$40,000	

ACTIVITY #4 - Business Support (to eligible microenterprise not enrolled in workshop)

Total Hours	Rate per Hour	Total	Notes
Maximum of 100 hours (10 hours maximum per eligible client)	\$100	\$10,000	

Activity Delivery Includes: Travel in support of provision of technical assistance for one-on-one and business support services; printing materials for provision of same; determining eligibility of applicants; other CDBG direct eligible costs for providing microenterprise technical assistance services.	\$14,000	
General Administration Reporting	\$1,000	
Total Microenterprise Technical Assistance Program	\$85,000	

EXHIBIT C – COMPLIANCE REQUIREMENTS
ALL CONTRACTS AND SUBCONTRACTS

1. **NONDISCRIMINATION CLAUSE:**

a. During the performance of this Agreement, AGENCY and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. AGENCY and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. AGENCY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

2. **EQUAL OPPORTUNITY:**

a. **The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:** During the performance of this Agreement, AGENCY assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

b. **The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:**

i. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,

as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The order of priority provided by Section 3 is defined in 24 CFR 135.34(a)(2).

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

iii. AGENCY will send to each labor organization or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his 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.

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

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

c. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, AGENCY assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issues pursuant to the ADA.

3. ANTI-LOBBYING CERTIFICATION:

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

i. 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;

ii. 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.

b. AGENCY shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity and that all subrecipients shall certify and disclose accordingly.

c. 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

4. CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF AGENCY, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of AGENCY, or its designees or agents, no member of the governing body of the locality in which the programs are situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the programs during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the programs assisted under this Agreement. AGENCY shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

5. CONFLICT OF INTEREST OF CERTAIN FEDERAL OFFICIALS: No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

6. AGENCY AND SUBCONTRACTS:

a. AGENCY shall not enter into any Agreement, written or oral, with any contractor without the prior determination by the State of the contractor's eligibility. A contractor or subcontractor is not eligible to receive grant funds if the contractor is not licensed in a good standing in California, or is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

b. This Agreement between COUNTY and AGENCY shall require AGENCY and its subcontractors, if any, to:

i. Comply with the applicable State and Federal requirements described in Attachments A and B of STANDARD AGREEMENT which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.

ii. Maintain at least the minimum State-required Worker's Compensation Insurance for those employees who will perform the grant activity or any part of it.

iii. Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by AGENCY or any subcontractor in performing the grant activity or any part of it.

iv. Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from the date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement or the STANDARD AGREEMENT and any amendments, whichever is later.

v. Permit the State, Federal government, the Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

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

- a. Federal, State and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to this Agreement.
- b. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
- c. Executive Order 11246 and all implementing regulations of the DOL;
- d. Rehabilitation Act of 1973, (24C.F.R., Part 8);
- e. Drug-Free Workplace Act of 1990, (Calif. Govt. Code Sec. 8350 et seq.).
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

8. UNIFORM ADMINISTRATIVE REQUIREMENTS: AGENCY shall comply with all applicable uniform administrative requirements in accordance with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a). AGENCY is also required to adhere to all requirements of OMB Circular A-87, "Cost Principles for State and Local Governments", and OMB Circular A-133, "Audits of State and Local Governments and non-Profit Organizations."

9. PROCUREMENT:

- a. AGENCY shall comply with CDBG Program policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with CDBG funds provided herein.
- b. AGENCY shall procure all materials, property, or services in accordance with the requirements of 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

10. REVERSION OF ASSETS: Upon expiration of the STANDARD AGREEMENT, if AGENCY has any CDBG funds on hand as well as any accounts receivables attributable to CDBG funds, must be transferred to COUNTY. Any real property acquired with CDBG funds must be transferred to COUNTY upon expiration of this Agreement.

11. GRANTOR RECOGNITION: AGENCY shall ensure recognition of the role of the State CDBG Program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, AGENCY will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

12. CLIENT DATA: AGENCY 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.

13. DISCLOSURE: AGENCY 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 COUNTY'S or AGENCY'S responsibilities, with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

EXHIBIT D – INSURANCE REQUIREMENTS

AGENCY shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by AGENCY, its agents, representatives, employees or subcontractors, if applicable.

Insurance: AGENCY shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that AGENCY maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of AGENCY as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the AGENCY in the performance of the Agreement.
- D. In the event AGENCY is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. AGENCY shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. AGENCY agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, AGENCY agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and AGENCY agrees that no work or services shall be performed prior to the giving of such approval. In the event the AGENCY fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The AGENCY's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the AGENCY's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the AGENCY shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. AGENCY's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event AGENCY cannot provide an occurrence policy, AGENCY shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

EXHIBIT E – TRAVEL POLICY
Board of Supervisors Policy D-1



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 1 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 2 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

POLICY:

1. General Policy
 - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
 - b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
 - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
 - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
 - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 3 of 13
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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 4 of 13
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- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 5 of 13
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d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 7 of 13
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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 8 of 13
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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated “out of pocket” expenses up to seventy-five percent (75%), but no less than \$50.00. The “out of pocket” expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. **Expense Claim Form**

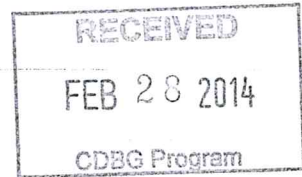
For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

**EXHIBIT F – CDBG STANDARD AGREEMENT
AND GRANT APPLICATION**
COUNTY OF EL DORADO CDBG STANDARD AGREEMENT
13-CDBG-8935

STATE OF CALIFORNIA
STANDARD AGREEMENT **CONTRACTOR'S COPY**
STD 213 (Rev 06/03)

AGREEMENT NUMBER
13-CDBG-8935
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
County of El Dorado



2. The term of this Agreement is: **Upon HCD Approval through 09/30/2018**
3. The maximum amount of this Agreement is: **\$1,060,000.00**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	5
Exhibit B - Set-Up/Completion and Payment Provisions	4
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - CDBG Terms and Conditions	18
Exhibit E - Special Terms and Conditions	1
TOTAL NUMBER OF PAGES ATTACHED:	28 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

County of El Dorado

BY (Authorized Signature)

DATE SIGNED (Do not type)

2/27/14

PRINTED NAME AND TITLE OF PERSON SIGNING
Kimberly A. Kerr, Assistant Chief Administrative Officer

ADDRESS
**330 Fair Lane, Bldg. A, Placerville, CA 95667
3057 Briw Road, Suite A, Placerville, CA 95667**

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

3-3-14

PRINTED NAME AND TITLE OF PERSON SIGNING

Cathy Parr, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave, Sacramento, CA 95833

**California Department of
General Service
Use Only**

MAR 03 2014

Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the Federal Community Development Block Grant Program for Non-Entitlement jurisdictions (hereinafter, "CDBG" or "the Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG - Community Development Block Grant Program and the California State CDBG Regulations, pursuant to 25 California Code of Regulations (CCR), Sections 7050 et seq. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the CDBG Grantee applied, the representations contained in the CDBG Grantee's application for this funding allocation (the "Application"), which is incorporated herein, as set forth, by reference, and the requirements of the authorities cited above. Any changes made to the Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Meeting National Objectives

Activities under this Agreement must meet an eligible CDBG National Objective, authorized under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter "HCDA" or "The Act").

Upon completion of the program(s) and/or project(s) funded by this Agreement, the Grantee must be able to meet one of the two National Objectives outlined in Exhibit D, Section 5 of this Agreement (National Objectives) using the proposed activity by the expiration of this Agreement. In accordance with Exhibit D, Section 9 of this Agreement (Non-Performance), if a National Objective is not met all CDBG funds disbursed to the Grantee shall be repaid to the Department.

3. Public Benefit for Special Economic Development

Per 24 CFR 482(f) and (g), the Grantee is responsible to demonstrate fulfillment of the Public Benefit requirement for all CDBG Economic Development (ED) activities that involve assistance to for-profit businesses under Section 105(a)(17) of The Act. Public Benefit is generally met through the creation or retention of one permanent full-time equivalent job position for each \$35,000 in CDBG funds provided directly to an ED project. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory.

EXHIBIT A

Any activity where the Grantee has not documented meeting Public Benefit requirements will be deemed an ineligible activity, and the Grantee will be required to repay those ineligible project expenses to the Department.

4. Scope of Work/Contract Amount

- A. The Grantee shall perform the funded activities described in Scope of Work (Work), as represented in the Application, which is on file with the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Suite 500, Sacramento, California, 95833 and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified below. Unless amended, the Department shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.
- C. The grant activity(ies) shall principally benefit low- or moderate-income person(s) or households(s) (LMI), and as described in the Application, and shall consist of:
 1. Microenterprise Loan Program to provide loans for start-up costs, working capital, purchase of supplies and equipment and other necessary expenses, for approximately 9 income-eligible current or potential small business owners. (18C)
 2. Microenterprise Technical Assistance Program to provide training, including organization, management, marketing, financing and preparation of a business plan for approximately 12 income-eligible current or potential small business owners. (18C)
 3. Homeownership Assistance Program to benefit approximately 6 low- and moderate income households. (13)
 4. Business Assistance Loan Program to assist approximately 3 for-profit businesses with loans which will result in approximately 11 jobs being created or retained, of which at least 6 must be for income-eligible individuals. (18A)

EXHIBIT A

Activity Matrix Code	Activity Description	National Objective Code	Amount
13	Direct Homeownership Assistance	LMH	516,796
13D	Activity Delivery - Direct Homeownership Assistance	LMH	41,344
18A	ED - Direct Financial Assistance to For-Profits	LMJ	242,669
18AD	Activity Delivery - ED - Direct Financial Assistance to For-Profits	LMJ	36,400
18C	ED Microenterprise Technical Assistance	LMC	80,890
18C	ED Microenterprise Loans/Grants	LMC	48,534
18CD	Activity Delivery - ED Microenterprise Technical Assistance	LMC	12,134
18CD	Activity Delivery - ED Microenterprise Loans/Grants	LMC	7,280
21A	General Program Administration	None	73,953
Total:			\$1,060,000

5. Other Funding Sources

- A. Other Funding Sources - The CDBG Grantee shall report on the value of other contributions included as leverage for each project activity via the Project Set-Up/Completion Report. The Project Set-Up/Completion Report is the report which conveys the information needed to establish a project-specific account in the Federal Integrated Disbursement and Information System (IDIS). It is also the report that is used to convey any changes to the project-specific account, and report the final project-specific information in IDIS.
- B. Match (Planning and Technical Assistance Grants (PTA) only) - The cash match that the Grantee has committed to a PTA activity as required by Health and Safety Code 50833 and 25 CCR 7058(a)(5) must be expended prior to requesting reimbursement from PTA grant funds. The Grantee will report the expenditure of match funds on the Semi-Annual Financial and Accomplishment Reports (FARs) and the Project Set-Up/Completion Report. Program Income cannot be used as cash match.

Amount of required match awarded planning grant: \$0.00

EXHIBIT A

6. Program Income

Pursuant to 24 CFR, Part 570.489(e) as amended in the CDBG Final Rule, and 24 CFR Part 85, if the Grantee has committed PI funds in its Application, this PI and/or any additional PI committed to an activity must be spent before any grant funds are requested for the activity(ies) for which it was committed. Any PI in a local revolving loan account, or PI waiver designated for the same activity(ies) as any open grant activity must also be spent before grant funds are drawn down for the activity(ies). The Grantee shall report PI expenditures on the Funds Request Form, and the Semi-Annual PI Report. The following PI is committed to grant activities for this Agreement:

No program Income committed.

The amount of committed PI includes activity delivery; it does not include PI general administration funds.

7. Term of Agreement and Deadlines

With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity(ies) by the termination date set forth on the front page of this Agreement.

A. All Program funds shall be expended by: 9/30/2016

B. All Funds Disbursement Requests shall be submitted by: 12/30/2016

C. This Agreement will expire on: 9/30/2018

The total amount of funds drawn during the entire contract term must be for actual and reasonable costs incurred according to the United States Office of Management and Budget Circular for Audits of States and Local Government (OMB) Circulars A-87 and A-122 and documentation must be maintained in the Grantee's contract file.

No payments shall be made for drawdown requests received after 12/30/2016. Any funds not drawn down by 12/30/2016 shall be disencumbered.

8. Line Item Adjustments

Line item adjustments may be made in accordance with the following:

A. The Department may approve a request from the Grantee to reallocate funds between the authorized activities and itemized amounts stated in Section 4 of this exhibit. Any changes of the total grant amount between activity categories or line items during the

EXHIBIT A

term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval. Due to the differences in Activity Delivery (AD) percentages associated with different activities, they too will need to be adjusted accordingly.

- B. If HUD changes an Activity Matrix Code(s) or if there is an error in recording the Activity Code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

9. Activity Delivery Cost Limitations

Refer to the NOFA that is associated with this Contract or any relevant CDBG Management Memo.

10. State Contract Coordinator

The State Contract Coordinator for this Agreement for the Department is the CDBG Program Manager, Division of Financial Assistance, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent first class mail, unless otherwise informed, to the State Contract Coordinator at the following address:

Contract Coordinator, CDBG
Division of Financial Assistance, Suite 500
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054

11. Contract Administrator

The Grantee's Contract Administrator (must be a grantee employee) for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by first class mail, unless otherwise informed, to the following address:

Grantee: County of El Dorado
Name: Cynthia Freeland
Title: Acting Administrative Services Officer
Address: 3057 Briw Road, Suite A, Placerville, CA 95667
Phone: (530) 642-4863
E-Mail: cynthia.freeland@edcgov.us

EXHIBIT B

SET-UP/COMPLETION AND PAYMENT PROVISIONS

1. Definitions

A. "Activity" means one of the following HUD eligible activities as per HCDA 105(a):

1. Business Financial Assistance (Section 105(a)(17))
2. Microenterprise Assistance (Section 105(a)(22))
3. Acquisition (Section 105(a)(1))
4. Homeownership (Section 105(a)(24))
5. Housing Rehabilitation (Section 105(a)(4))
6. Public Improvements (Section 105(a)(2))
7. Public Facilities (Section 105(a)(2) and (5))
8. Public Services (Section 105(a)(8))
9. Planning and Technical Assistance (Section 105(a)(12), (14) and (19))

Each Activity must meet a National Objective, pursuant to 24 CFR 570.483, to be considered eligible.

B. "Activity Delivery" (AD) means "related soft costs." The CDBG Grantee may expend up to the indicated AD as identified in Exhibit A, Section 9. CDBG funds for AD cannot be drawn down unless CDBG Activity Costs have previously been drawn down or are being drawn down on the same funds request. If the activity is not completed (no accomplishments), and a Project Completion Report for the full amount drawn down is not filed, all CDBG funds, including AD must be repaid to the Department.

C. "General Administration" refers to eligible administrative and planning as provided in sections 105(a)(13) of The Act [42 USC 5305(a)(12).]

D. "Funds Disbursement" refers to the forms and process required to request the draw down of CDBG funds previously reserved for a project in IDIS.

E. "Program" means an activity that is available to eligible participants within a defined service area and is not restricted to a specific physical address, such as microbusiness technical assistance, recreation programs or services for senior citizens.

EXHIBIT B

- F. "Project" means the CDBG assistance provided at a specific physical address within an eligible activity, such as homeownership, public improvements, public facilities, or business assistance.
- G. "Project or Program Set-Up" refers to the forms and process required to reserve CDBG funds in IDIS.
- H. "Project or Program Completion" refers to the form and process required to report a project or program as "complete." The Project or Program Completion Report must be submitted to HCD with, or prior to, the final funds disbursement request. If the activity is not complete and a Project or Program Completion Report for the full amount drawn is not filed, all CDBG funds for the program or project must be repaid to the Department.

2. **General Conditions Set-Up Requirements**

The CDBG Grantee shall submit the following for the Department's approval, prior to project set-up in IDIS:

- A. The "General Set-Up Conditions Checklist" for each funded activity, on a form provided by the Department, and any required supporting documentation.
- B. Any other documents, certifications, or evidence deemed necessary by the Department prior to Project Set-Up.

3. **Individual Project or Activity Set-Up/Completion Requirements**

The CDBG Grantee shall submit the following documentation to the Department:

- A. Project or Activity Set-Up Report for each individual project or for the activity (for example, Public Services) should there be no actual address.
- B. Any other documents, certifications, or evidence deemed necessary by the Department prior to project or activity set-up.

4. **Expenditure of Funds**

A. **General Administration**

Costs for general administration may neither be incurred nor funds expended until execution of this Agreement by the Department unless the Grantee has received prior written approval from the Department. If such approval is desired before execution of this Agreement by the Department, the Grantee shall make the request for approval in writing, but the Grantee will expend these funds at its own risk.

EXHIBIT B

B. Program Implementation and Activity Delivery

Costs for program implementation and activity delivery may neither be incurred nor funds expended until the Grantee has received written approval from the Department.

C. Compliance with the Federal Office of Management and Budget (OMB) Circular A-133

Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the OMB Circular A-133, until such compliance is demonstrated.

D. Grant Administration

The Grantee agrees to administer this Agreement in accordance with the provisions of Section 7097 through and including Section 7126 of Title 25 of the CCR.

5. Method of Payment

The Grantee shall submit all forms to the Contract Coordinator specified in Exhibit A, Section 10, or to any other address of which the Grantee has been notified in writing. The Department shall not authorize payments unless it has determined the grant activity(ies) have been performed in compliance with the terms of this Agreement.

A. Reimbursements

- 1) To receive reimbursement for grant activities, the Grantee shall submit all Department required forms. Reimbursement Funds Requests shall include the level of documentation specified by the Department.

B. Advances

- 1) To receive an advance for grant activities, the Grantee shall submit Department required forms including a written justification supporting the need for an advance.
- 2) The Grantee will be required to reconcile the advance prior to receiving any additional grant funds.

C. Final Payment Requests

- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted within ninety (90) days of the expenditure deadline of this Agreement.
- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than ninety (90) days prior to the expenditure deadline of this Agreement.

EXHIBIT B

- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the expenditure deadline of this Agreement must be accounted for and returned. Funds shall be returned in accordance with the current State CDBG Grant Management Manual. All returned funds will be disencumbered.
- 4) All Requests for Grant Funds Not Previously Requested: If the final funds disbursement request for activity costs expended during the term of this Agreement has not been received by the Department by the draw down deadline, the Department shall disencumber any funds remaining and grant funds will no longer be available for the Grantee.

6. Grant Closing Requirements

- A. The Grantee must submit the following within ninety (90) days after the contract termination date of this Agreement.
 - 1) The Final FAR: The period of this report is the final period of this Agreement.
 - 2) The Final GPR, per current State CDBG Grant Management Manual (except for Agreements with stand-alone PTA activities).
 - 3) The Closeout Certification Letter, per current State CDBG Grant Management Manual.
 - 4) The Closeout Accomplishments: The period of this report is from the Start Date of this Agreement through the End Date of this Agreement.
 - 5) Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement.
 - 6) Evidence of a properly noticed public hearing that was conducted in front of the governing body to notify the public of accomplishments funded by the grant.

EXHIBIT D

CDBG TERMS AND CONDITIONS

1. Effective Date and Commencement of Work

This Agreement is effective upon approval by the Department.

- A. The Grantee cannot incur any costs until the execution of the contract unless prior written approval has been given by CDBG management.
- B. For certain activities, Grantees must receive the Authority to Use Grant Funds from the Department prior to the commitment and/or commencement of work.
- C. A Grantee cannot be reimbursed for any costs until the Department has issued written clearance of all general conditions requirements.

2. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days written notice to the Grantee. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal Fiscal Year. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. If Congress does not appropriate sufficient funds for the Program, the Department may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving fourteen (14) days written notice to the Grantee.

3. Termination for Convenience and Enforcement

- A. Except as provided in 24 CFR 85.43, awards may be terminated in whole or in part only as follows:
 - 1) The Department with the consent of the Grantee or Subgrantee in which case the two parties shall agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

EXHIBIT D

- 2) By the Grantee or Subgrantee upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either 24 CFR 85.43 or paragraph (A) of this section.

B. Enforcement for noncompliance may include the following remedies if a Grantee or Subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances.

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Subgrantee or more severe enforcement action by the awarding agency.
- 2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the Grantee's or Subgrantee's program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.
 - a. Hearings, appeals. In taking an enforcement action, the awarding agency will provide the Grantee or Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Subgrantee is entitled under any statute or regulation applicable to the action involved.
 - b. Effects of suspension and termination. Costs of Grantee or Subgrantee resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:
 1. The costs resulting from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of suspension or termination; and, in the case of a termination, are noncancellable, and,

EXHIBIT D

2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes place.
- c. Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude a Grantee or Subgrantee from being subject to 2 CFR part 2424. CDBG funds may not be provided to excluded or disqualified persons. [24 CFR 570.489(i)]

4. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

5. National Objectives

All grant activities performed under this Agreement must meet one of the National Objectives of the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. Benefit to HUD defined low- or moderate-income person or household (LMI). The term low- or moderate-income is defined under CDBG as no more than 80 percent of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or,
- B. Prevention or elimination of Slums or Blight. In order for an activity to meet the National Objective of Slums and Blight, the activity must take place in an area that meets the definition of a Blighted area and the project must be shown to eliminate Blight or prevent further Blight per Federal Regulation 24 CFR, Part 570.483(c). This National Objective may only be used with prior written approval of the Department.

6. Public Benefit for Special Economic Development

Per 24 CFR 482(f) and (g), the Grantee is responsible to demonstrate fulfillment of the Public Benefit requirement for all CDBG Economic Development (ED) activities that involve assistance to for-profit businesses under section 105(a)(17) of The Act. Public Benefit is generally met

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\$35,000 in CDBG funds provided directly to an ED project. Unlike the guidelines for project costs and financial requirements covered under Exhibit D section 5a, the use of the standards for Public Benefit is mandatory.

Any activity where the Grantee has not documented meeting Public Benefit requirements will be deemed an ineligible activity, and the Grantee will be required to repay those ineligible project expenses to the Department.

7. **Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Uniform Administrative Requirements**

The Grantee shall comply with applicable Uniform Administrative Requirements [24 CFR Part 85] as described in 24 CFR, 570.483(d).

9. **Non-Performance**

In the event that the National Objective and/or Public Benefit requirements are not met, the Department may, in its sole discretion, impose any or all of the following remedies: recapture of part or all of the PI; reimbursement of part or all of the grant amount; and/or exclusion of the Grantee from further CDBG funding for a period of time to be determined by the Department.

Prior to closing out this Agreement, the Department shall review the actual National Objective and/or Public Benefit achievements of the Grantee.

10. **Affirmatively Furthering Fair Housing**

The Grantee will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

11. **Equal Opportunity Requirements and Responsibilities**

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

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- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This Act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promotes fair housing.
- C. **Restoration Act of 1987:** This Act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This Act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. The Act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. **The Age Discrimination Act of 1975:** This Act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving Federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in Federally assisted programs. This section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

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- I. **The Americans with Disabilities Act of 1990 (ADA):** This Act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063:** This Executive Order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- K. **Executive Order 11259:** This Executive Order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This Act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, State, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This Act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246:** This Executive Order applies to all Federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

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12. **The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3):**

The Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135. The responsibilities of the Grantee are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of this Part, and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the Appendix to this Part, as appropriate, to reach the goals set forth in Section 135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.
- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this Part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Documenting actions taken to comply with the requirements of this Part, the results of those actions taken and impediments, if any.
- F. A Grantee which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this Part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this Part.

13. **Environmental Compliance**

The Grantee shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by

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the Grantee. The level of compliance varies by activity. NEPA review must be completed by the Grantee for each activity and approved in writing by Department staff prior to incurring costs on the grant activity(ies).

14. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

15. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Grantee and assisted in whole or in part by funds allocated by CDBG. For projects where there will be temporary or permanent displacement, the Grantee must submit signed General Information Notices (GINs) from each tenant who was residing in the project at the time of Application submittal. If a Grantee believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

16. Compliance with State and Federal Laws and Regulations

- A. The Grantee agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grantee, its Subgrantees, contractors or subcontractors, and the grant activity, as well as any other State provisions as set forth in Exhibits C.
- B. The Grantee agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other Federal provisions as set forth.

17. Federal Labor Standards Provisions

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

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- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) The Act prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The Act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This Act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

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

18. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the LC. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

19. Lead Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made

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by the Grantee with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Grantee shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

20. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

21. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the

22. Anti-Job Pirating Certification

Job pirating prohibition on use of CDBG assistance for employment relocation activities - (1) Prohibition. CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant. [24 CFR 570.482(h)]

23. Anti-Lobbying Certification

The Grantee shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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- 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 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.

24. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

25. Contractors and Subrecipients

- A. The Grantee shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
 - 1) Contractors are defined as program operators or construction contractors who are procured competitively.
 - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Grantee and any contractor or subrecipient shall require:

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- 1) Compliance with the applicable State and Federal requirements described in this Agreement, which pertain to, among other things, labor standards, non discrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
- 2) Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
- 3) Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.
- 4) Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 11 of this Agreement.

C. Contractors shall:

- 1) Perform the grant activity(ies) in accordance with Federal, State and local housing and building codes, as are applicable.
- 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after HCD notifies the Grantee that the HUD/HCD contract has been closed.
- 2) Permit the State, Federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

E. Contractors and Subrecipients: Drug-Free Workplace Act of 1988

- 1) All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace by taking the following steps:

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- 2) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- 3) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 4) Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- 5) Notify the contracting or granting agency within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 6) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

26. Insurance

The Grantee shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit A.

27. Periodic Reporting Requirements

During the term of this Agreement, the Grantee must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Grantee's performance under this Agreement will be based in part on whether it has submitted the reports on a timely basis.

- A. Semi-Annual Financial and Accomplishment Report: Submit by January 31 and July 31.
- B. Annual Grantee Performance Report (GPR): Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- C. Annual Section 3 Reports: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.

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- D. Annual Minority Owned Business/Women Owned Business (MBE/WBE) Report: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- E. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- F. Funds Request Form: Submit a Funds Request Form (minimum \$1,000) as funds are needed.

The Department reserves the right to request any other reports that may be necessary for the implementation of this Agreement.

28. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the grant activity(ies). The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Grantee's performance score on future applications.

In determining appropriate monitoring for each grant, the Department shall consider prior grant administration, audit findings, as well as factors such as complexity of the project and the amount of funding. The Department shall determine the areas to be monitored, the number of monitoring visits, and their frequency. The monitoring will address program compliance with contract provisions, including to but not limited to National Objective, financial management, the requirements of HCDA, 24 CFR, Part 85, 24 CFR 570 Part I, and all applicable Federal overlay requirements.

29. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

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30. Access

Access by the Grantee, the Subgrantee, the Federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i)(10).

31. Audit/Retention and Inspection of Records

- A. The Grantee must have intact, auditable fiscal and program records at all times. If the Grantee is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Grantee will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Grantee will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Grantee's audit completion plan is subject to prior review and approval by the Department.
- B. The Grantee agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Grantee agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Grantee further agrees to maintain such records for a minimum period of five (5) years after HCD notifies Grantee that the HUD/HCD contract has been closed. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Grantee. Expenditures for grant activity(ies) not described in Exhibit A shall be deemed authorized if the performance of such grant activity(ies) is approved in writing by the Department prior to the commencement of such grant activity(ies).
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133, Grantee shall use the Federal Catalog number 14.228 for the State CDBG Program.

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- F. Pursuant to OMB Circular A-133, the Grantee shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. Audit costs for this Agreement are a general administration expense and are subject to the general administration expenditure limits associated with this Agreement. The costs of the CDBG-related portion of the audit may be charged to the Program in accordance with Public Law 98-502, OMB Circular A-133, and Section 7122 of Title 25 CCR.
- G. Notwithstanding the foregoing, the Department will not reimburse the Grantee for any audit cost incurred after the expenditure deadline of this Agreement.
- 1) The audit shall be performed by a qualified State, Department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
 - 2) If there are audit findings, the Grantee must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Grantee in writing. If the Department is not in agreement, the Grantee will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
 - 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
 - 4) If so directed by the Department upon termination of this Agreement, the Grantee shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

32. Signs

If the Grantee places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

33. Citizen Participation

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

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34. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

35. Procurement

The Grantee shall comply with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

36. Program Income

Program Income (PI) means gross income earned by the Grantee from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 85 - Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Grantee record receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

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37. Program Income Reuse Plan

The Grantee must submit a copy of its plan for administering PI. The plan must include a discussion of how the Grantee will collect and disburse PI for CDBG eligible activities. The Grantee must adopt the most current CDBG PI reuse plan provided by the Department.

38. Obligations of Grantee with Respect to Certain Third Party Relationships

The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

39. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. None.

2013 CDBG APPLICATION

Enterprise Fund Activity – Microenterprise (ME) – Forms

APPLICANT NAME: County of El Dorado

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**Click on the box, drop-down menu or text box to enter information.*

ACTIVITY	SELECT	DOCUMENTATION	PAGE(S)
Microenterprise Forms <i>(All pages)</i>	Required	All Forms and Documentation	23 to 30
NEED			
Unemployment Rate <i>(As listed in Appendix O)</i>	No Action Required	No Documentation Required	No Documentation Required
Market Analysis:	Yes	All Parts Required	116-133
- Understanding Market Conditions	YES	Narrative	117-125
- Identifying and Analyzing Lending Opportunities and Competitors	YES	Narrative	125-127
- Demand Projections	YES	Narrative	128-130
- Conclusions	YES	Narrative	130-133
BENEFIT			
Poverty Rate <i>(As listed in Appendix A)</i>	No Action Required	No Documentation Required	No Documentation Required
Proposed Activity and Beneficiaries	Yes	Chart	27
READINESS			
Program Description:	Yes	Yes	
- Program Organization and Activity Flow Charts	In-House Adm	Charts	48
- Microenterprise Task Matrix	Unknown at th	Task Matrix	28
- Description of the Organization and Structure	Yes	Narrative	29
Program Operator Status:	Yes	Yes	
- Approved Contracts for All Subrecipients and Consultants Procured; (or)	N/A	Subrecipient	

2013 CDBG APPLICATION
Enterprise Fund Activity – Microenterprise (ME) – Forms

- Grantee will be Using In-House Staff Solely, or in Conjunction with Others for Activity; (or)	Combination	Combination	28
- Grantee does not have Approved Contracts and/or Agreements Executed Subrecipient Agreement; Program Operator Contract; or Sample RFP	Technical Assi	Draft RFP Duty Statement	154-164
Program Operator and/or Consultant Documentation:	Yes	Yes	
- Complete Duty Statements	Yes	In-House Staff	49-52
- Complete Resumes of Program Operator and Staff	Yes	In-House Staff	50-60
- Identification of Key Staff Performing ED Financial Analysis and Underwriting	Yes	In-House Staff	49-52
- Documented Experience of the Program Operator and Staff	Yes	In-House Staff	50-60

2013 CDBG APPLICATION

Enterprise Fund Activity – Microenterprise (ME) – Forms

A. Activity Information:

1. Description of Activity: (See instructions.)

The Microenterprise Assistance and the Business Assistance Loan Programs were established by the County and funded through an award from the California State Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Economic Development Allocation. The Microenterprise Assistance Program furthers the County's goal of supporting local business by providing technical assistance services and loans ranging between \$1,000 and \$25,000 for applicants seeking business start-up or current business owners, who meet HCD grant requirements. The business must employ or plan to employ five (5) or fewer employees, including the owner(s). The applicant must earn 80 percent or below of the area median income, adjusted for household size. The business must operate in the unincorporated areas of El Dorado County. Loan funds can be used for working capital, purchase of supplies and equipment, and leasehold improvements/furniture and fixtures.

The Microenterprise Technical Assistance Program (TAP) provides technical assistance to eligible microbusinesses (five or fewer employees including the owner) and potential business owners. The primary goal of the TAP is to provide the opportunity for those seeking to start a business, and/or those who currently operate a small business, to gain the skills necessary for success. Training workshops provide the skills and knowledge to organize, manage, market and finance a small business and prepare a business plan. Technical assistance and advisory services will assist the business through start-up and/or expansion to maintain viable operations.

The target income group (TIG) under the CDBG grant is defined as families, households, and individuals whose annual incomes do not exceed 80 percent of the County median income, adjusted for household size. The business owner(s) or potential business owner(s) must be in the TIG and must demonstrate an ability to make repayment on the loan. All loans are fully-secured by collateral and no unsecured loans are made.

2. Microenterprise Funding Break Out:

MICROENTERPRISE (ME) ACTIVITIES	ACTIVITY AMOUNT REQUESTED (\$)
Technical Assistance	\$100,000
Financial Assistance	\$60,000
Support Services	\$0
TOTAL	\$160,000

2013 CDBG APPLICATION
Enterprise Fund Activity – Microenterprise (ME) – Forms

B. Need for Activity:

In this section, the need for ME Assistance is based on the Jurisdiction's annual unemployment rate as well as a Market Analysis provided by the Applicant.

1. **Average Unemployment Rate:** Since the Applicant pool sets the scoring range for all data driven criteria, during rating and ranking the Department will use the Jurisdiction's county unemployment rate listed in **Appendix O**.

2. **Market Analysis:** See the Application Instructions for the outline for developing the market analysis. All components listed below are required for scoring. ***Be sure to include the page numbers for the items below in the Table of Contents above.***
 - ✓ Understanding Market Conditions
 - ✓ Identifying/Analyzing Lending Opportunities and Competitors
 - ✓ Demand Projections
 - ✓ Conclusions

C. Benefit:

The Applicant must provide the following information:

1. **Poverty Rate:** Since the Applicant pool sets the scoring range for all data driven criteria, during rating and ranking the Department will use the Jurisdiction's poverty rate listed in **Appendix A**.

2013 CDBG APPLICATION
Enterprise Fund Activity – Microenterprise (ME) – Forms

2. Proposed Activity and Beneficiaries – Microenterprise Assistance:

<u>MICROENTERPRISE ASSISTANCE</u>				
<u>PROPOSED ACTIVITY(S) AND BENEFICIARIES</u>				
<i>Complete and enter the following information:</i> 1. <i>The projected number of businesses to be assisted; and,</i> 2. <i>The estimated number of Low/Mod beneficiaries proposed under this Application.</i>				
<u>ACTIVITIES</u>	<u>No. of Business Expansions</u>	<u>No. of Business Start-Ups</u>	<u>No. of Low/Mod Beneficiaries</u>	<u>CDBG National Objective*</u>
<u>FINANCIAL ASSISTANCE (LOANS/GRANTS)</u>	1	2	9	<input checked="" type="checkbox"/> Low/Mod
<u>TECHNICAL ASSISTANCE</u>	4	8	12	<input checked="" type="checkbox"/> Low/Mod
<u>SUPPORT SERVICES</u>				<input type="checkbox"/> Low/Mod

* For ME Assistance activities meeting the Low/Mod benefit, National Objective, all persons/business owners must be documented as low-income. (ME activities are not required to create or retain jobs but must track any job activity for CDBG reporting purposes.)

D. Readiness:

1. **Program Description:** *Be sure to add the page numbers for the associated documentation in the Table of Contents above.*
 - a) **Program Organization and Activity Flow Chart:** Please use the sample in **Appendix S**.
 - b) **ME Assistance Task Matrix:** Please complete the Sample ME Assistance Task Matrix form below.

2013 CDBG APPLICATION
Enterprise Fund Activity – Microenterprise (ME) – Task Matrix Form

TASK	PROGRAM OPERATOR	CITY/COUNTY
Approve RLF Guidelines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Clear Special Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prepare Funds Requests	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monitor Grant Expenditures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Generate Fiscal/Performance Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate Grant Activities with Program Operator and Grantee	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oversee Program Implementation and Activities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Compile Official Grant Project Files	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monitor Achievement of Goals	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Report on Progress to Grantee and Local Governing Body	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Meet with Local Economic Developers to Solicit Referrals	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Create and Distribute Program Flyers and Newsletters	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Write Press Releases and Market ME services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Participate in Loan Advisory Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Loan Servicing and Accounting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Create and Update the Program Website	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Determine Business Size and Eligibility as a ME	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ascertain Readiness of Potential Participant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ascertain Readiness in Eligible, Enrolled Participant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Gather Baseline Data on Potential Participant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Gather Baseline Data on Eligible, Enrolled Participant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Field Calls from Potential Participant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Create Service Plan For Eligible, Enrolled Participant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate Course Offerings with Community Colleges and Other Providers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Set Up Courses and Schedules for Eligible, Enrolled Participants	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assist in Preparing Business Plan and Marketing Strategy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct Courses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Curriculum Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Class/Training Preparation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guide Eligible, Enrolled Participants in Resolving Business Issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Field Calls from Enrolled, Eligible Participants	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meetings/Counsel Sessions with Eligible, Enrolled Participants	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist in Preparing Loan Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Collect and Input Eligible, Enrolled Participant Data	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prepare and Submit Cost Allocation Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Report on Program Outcomes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Determine Indicators for Tracking	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evaluate Program Effectiveness	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Create Database to Match Participant Data Collection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attend HCD Workshops	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ME Financial Assistance -Part 5 Income Determination	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ME Technical Assistance – Income Screen for Low/Mod Status to Establish Eligibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Add additional task here:</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Add additional task here:</i>	<input type="checkbox"/>	<input type="checkbox"/>

2013 CDBG APPLICATION
Enterprise Fund Activity – Microenterprise (ME) – Forms

- c) **Description of the Organization and Structure of the Activity:**
Be sure to add the page numbers for the associated documentation in the Table of Contents above.

Describe: The Microenterprise Technical Assistance Program provides the low/mod business community opportunities not easily accessed in a traditional environment. Outreach and program training is directed at persons in the low/mod income group that have an interest in learning what it takes to become a small business owner and for those looking to expand their current business but are unsure of how to reach that goal.

Working with community partners and an outside firm or individual for training activities, the Program assists the low/mod income community in developing businesses that provide services and products necessary to local consumers and to larger businesses in the area.

Activities to be performed include assisting qualified business owners and potential business owners by developing and delivering a business training program for microenterprises; providing one-on-one technical assistance and mentoring; assisting with the development of a business plan; and may include assisting in the preparation of a loan application.

The County of El Dorado meets local need by providing a Program which:

- Improves the County's local employment base by providing self-employment opportunities to low/mod income business owners;
- Encourages diversification of the economic base, especially in resource-dependent rural locations;
- Provides technical assistance and support services to new and recently-established businesses to expand knowledge and management practices; and,
- Improves the economic viability of participating business ventures by providing advisory services and business loan funding opportunities for qualified program participants.

2. **Program Operator's Status:** *(Check the appropriate box.) Be sure to add the page numbers for the associated documentation in the Table of Contents above.*

- The Application has an executed contracts for all subrecipients and Applicant has an executed subrecipient agreement(s) for all

2013 CDBG APPLICATION
Enterprise Fund Activity – Microenterprise (ME) – Forms

subrecipients and procured consultants per HUD procurement guidelines (Chapter 8 of the CDBG GMM).

- Grantee will be using in-house staff for the activity either solely or in conjunction with subrecipient/consultant. Grantee has executed subrecipient agreement(s) and/or consultant contract(s).
- Grantee does not have executed subrecipient agreement(s) or contract(s) with consultant(s) and will be procuring services for this activity.

The Applicant must provide a copy of the subrecipient agreement or Request for Proposal (RFP) that will be used by the grantee to procure the program operator and/or consultants for this activity. In the case where the Applicant uses an RFP procurement process, the Applicant must provide the method of evaluation and selection for the program operator and/or or consultants.

3. Program Operator and/or Consultant Qualification Documentation: *Be sure to add the page numbers for the associated documentation in the Table of Contents above.*

Based on the answer provided in the previous question: The Applicant must include the following for each individual performing work under this activity:

- Complete duty statement of all job positions.
- Complete resumes of all individuals performing work under the activity; include relevant experience with emphasis on any CDBG Revolving Loan Account (RLA), grant management, income qualification, marketing, and CDBG financial underwriting training and experience.
- Identify individual(s) performing financial underwriting for ME loans.
- Provide certificates of training that substantiate ED financial expertise or CDBG specialization.

EXHIBIT G – PROGRAM GUIDELINES

County of El Dorado Microenterprise Technical Assistance Program Guidelines

Guidelines

For

Microenterprise Technical Assistance Services Program

Funded By

County of El Dorado

With

Community Development Block Grant

Board Adopted: September 9, 2014

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ATTACHMENT B: GRANTEE’S CDBG MICROENTERPRISE TECHNICAL ASSISTANCE SERVICES PROGRAM APPLICATION

ATTACHMENT C: GRANTEE’S APPLICANT AND PROGRAM PARTICIPANT TRACKING FORMS FOR TECHNICAL ASSISTANCE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MICROENTERPRISE TECHNICAL ASSISTANCE PROGRAM GUIDELINES

1.0 INTRODUCTION

The County of El Dorado, herein after called "Grantee," has established a Microenterprise Technical Assistance (TA) Program, herein after called the "Program." TA will allow program participants to be more successful in their efforts to create businesses or expand existing businesses. TA provides technical assistance services including Business Development Classes, One-on-One Business Development Counseling and/or Business Development On-Line Computer Training. These TA Program Guidelines have been formally adopted by the Grantee and approved by the California Department of Housing and Community Development, herein after called "the Department." See Attachment A for a copy of the adopting resolution.

2.0 MICROENTERPRISE TA SERVICES PROGRAM OVERVIEW

2.1 PROGRAM ADMINISTRATION

The Grantee will:

- Market the TA Program;
- Accept and process participant applications;
- Document participant CDBG income eligibility and adequate number of employees; and
- Ensure set up of participant files to document all provided services and associated costs.

Grantee will work with program participants and ensure CDBG compliance with these program guidelines.

2.2 PROGRAM SERVICE AREA

TA services are available to all eligible businesses/persons located within the Grantee's jurisdictional boundaries; the unincorporated areas of the county. These CDBG funds may not be used in entitlement jurisdictions that receive CDBG funds directly from the federal Department of Housing and Urban Development (HUD) entitlement program.

2.3 FUNDING SOURCE FOR TA PROGRAM SERVICES

The TA Program is paid for with CDBG funds provided by HUD to the Department. As such, these funds have a number of state and federal requirements that must be met, as described below. These CDBG funds come to the Grantee from Department grant awards that are administered under a formal grant contract or from local CDBG program income (PI) funds administered under an approved PI Waiver.

3.0 CDBG PROGRAM REQUIREMENTS

3.1 ELIGIBLE PROGRAM APPLICANTS

All eligible applicants must meet the following criteria:

- Meet the CDBG definition of a microenterprise:
 - A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise; or
 - Persons developing microenterprises means persons who have expressed an interest in, or who are after an initial screening process, expected to be actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.
- Eligible applicants must have a physical business address in the unincorporated area of the county.
- Individuals wishing to start a new business are also eligible applicants, but they must provide proof that their primary residence is located in the unincorporated area of the county.

Eligible applicants documented as meeting the definition of microenterprise are here after referred to as “program participants”.

3.2 INELIGIBLE PROGRAM APPLICANTS

An ineligible existing business applicant is one that has a physical business location outside of the service area. An ineligible person applying for the program is one with a residence outside of the service area. Non-profits are not an eligible microenterprise business. An applicant currently participating in a CDBG microenterprise TA or CDBG financial assistance program offered in another service area as this Program is not eligible.

No conflict of Interest is allowed, in accordance with Title 24, Section 570.611 of the code of Federal Regulations. As such no elected official, or department head, or person who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Grantee will verify and certify that a conflict of interest does not exist with the business or applicant.

Exceptions to this policy may be approved by the federal Department of Housing and Urban Development (HUD) made only after public disclosure and formal approval by the Board of Supervisors provided that the Grantee’s legal counsel

makes a written determination that potential conflicts are acceptable.

3.3 ELIGIBLE PROGRAM COSTS

Use of CDBG funds for TA Program services is restricted to certain eligible costs. All costs associated with funding TA must be “indirect costs.” Indirect is defined as third-party costs to a Program Operator and other consultants that provide TA to Program Participants. Common TA costs may provide: 1) business development workshops or classes restricted to CDBG-eligible Program Participants; 2) “one-on-one” counseling using professional business development staff; 3) opportunities for “structured peer networking;” and 4) online business training courses. The Grantee’s specific CDBG TA services are outlined in Sections 5.3 to 5.5.

3.4 INELIGIBLE PROGRAM COSTS

Microenterprise “direct financial assistance” costs will not be funded under this Program. Direct financial assistance may be provided only under an approved CDBG microenterprise financial assistance program. Direct financial assistance activities are typically any costs associated with day-to-day business operations. These operations costs are ineligible, whether the business is operating out of a private leased commercial space, their home or a public facility.

Examples of ineligible direct financial assistance costs include but are not limited to: 1) payment of costs to produce/purchase marketing materials (printing, language translations or professional design costs); 2) payment of marketing ads or distribution of marketing materials; 3) payment of third-party costs for website building or hosting; 4) payment of rents / lease payments, utilities or other business fees or operating / overhead expenses; 5) payment of purchasing real property or furniture, fixtures or equipment for the business; 6) payment of any personal or business debt; 7) payment of any cash or wages; 8) paying for credit reports; and 9) paying for loan or grant underwriting services.

In addition, no payment for food or drinks offered at the TA classes or other instruction sessions are eligible costs. Cash or like-cash payments and undocumented TA costs are not eligible.

3.5 TIMEFRAME FOR RECEIVING TA SERVICES

Under federal regulations, a Program Participant may receive TA services for up to three (3) years, after completing income verification as an eligible microenterprise. It is expected that most Program Participants will use all microenterprise TA services well before the three-year limit.

3.6 MEETING CDBG MICROENTERPRISE DEFINITION REQUIREMENT

Program applicants for this Program must meet the CDBG definition of a microenterprise business. The CDBG definition of a microenterprise business is one that has five (5) or fewer employees, including the owner(s). All employees, part time and full time, on the business payroll at the time of loan application will be counted. The term “employee” includes all owners of the business on the

payroll, even if the owner's "salary draws" are not on a regular basis. The Program requires a current CDBG income self-certification form which should be placed in the Program Participant file to document the number of employees and compliance with the CDBG microenterprise definition.

3.7 MEETING CDBG NATIONAL OBJECTIVE REQUIREMENT

Under federal regulations, use of CDBG funds for microenterprise activities must meet the national objective of benefit to low/mod income persons under the Limited Clientele definition. As such, all microenterprise owners must be documented as meeting HUD low/mod income definition prior to receiving any Program services. Low/mod income is defined as total gross family income that does not exceed eighty (80) percent of the median monthly income for El Dorado County adjusted for family size, as published annually by the CDBG at <http://www.hcd.ca.gov/fa/home/homelimits.html>. This is in addition to meeting the definition of a microenterprise, as described above in Section 3.6. The CDBG income self-certification form will be used to verify income of Program applicants for the Microenterprise Technical Assistance Program.

As with other Microenterprise Program activities, if the Grantee finds that the applicant income information is not accurate and the Program Participant is over HUD's income limits, then a Program applicant is ineligible and Program services currently being offered to Program Participants must cease immediately.

3.8 OTHER CDBG FEDERAL LAWS AND REGULATIONS

There are a number of federal laws and state regulations that are triggered with the use of CDBG funding for a services Program. The Grantee will take the lead and ensure compliance with these other CDBG regulations.

National Environmental Policy Act (NEPA) federal environmental laws per regulation 24 CFR 58 are not triggered for individual Program Participants. Nor are there any compliance requirements for Davis Bacon and related Acts for TA activities under these guidelines. Acquisition and relocation laws are also not triggered when using CDBG funds for microenterprise TA services. However, these federal laws may be triggered as part of using the TA funds in conjunction with providing the Program Participant with financial assistance.

Federal regulations require that local program income be spent first prior to drawing down any federal funds from an open grant. If a Grantee has a Program Income (PI) "Waiver" for funding technical assistance services and also has a Department grant contract award for technical assistance services, the local PI waiver funds must be expended first, prior to drawing down any funds from the open grant contract with the Department.

4.0 APPLICATION PROCESSING FOR TA PROGRAM SERVICES

4.1 PROGRAM MARKETING AND OUTREACH

Upon the Grantee's receipt of a Department letter releasing TA Program funding,

the Grantee, or a Program Operator contracted by the County, will conduct outreach and marketing to all businesses and individuals in the Program service area. Grantee staff and/or Program Operator will work together to develop a marketing plan for the Program to outreach to businesses and persons in the community regarding the availability and accessibility of the TA Program. This plan should be kept on file and updated as needed to ensure that all residents in the service area are informed about and have access to Program applications.

4.2 EQUAL OPPORTUNITY COMPLIANCE

This Program will be implemented in ways consistent with the Grantee commitment to state and federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG program funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause.

4.3 PROGRAM APPLICATION PROCESSING

Applications will be processed on a first-come first-served basis. See Attachment B for Microenterprise TA Program application form. The Grantee will accept applications and review for HUD income eligibility and an allowable number of employees, per Department standards.

All Program applications received, both denied and approved, will be logged and kept on file in accordance with federal records retention act. Applicants who do not meet eligibility requirements of the Program will be notified in writing with an explanation of ineligibility. Files will be set up for all eligible Program Participants to document compliance with all CDBG regulations, Department policy, and adopted guidelines and all provided TA services.

4.4 PROGRAM PARTICIPANT / APPLICANT CONFIDENTIALITY

All personal and business financial information will be kept confidential. Program Participant files with personal and business confidential information will be kept in locked secured storage units.

4.5 DISPUTE RESOLUTION / APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. An appeal should include a statement explaining the reason for appeal. The appeal must be made in writing and submitted to the County within 10 days of the denial notice. The appeal must be submitted to:

El Dorado County
CAO/HCED Programs
330 Fair Lane, Building A
Placerville, CA 95667

The County has 30 days to review the appeal, seek recommendations from the Program Manager or County Counsel, and respond in writing to the applicant. This procedure is outlined in the Program Grievance Resolution Notification included with each Program application.

4.6 EXCEPTIONS / SPECIAL CIRCUMSTANCES

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. Exceptions to these guidelines will require County and HCD approval.

5.0 TECHNICAL ASSISTANCE PROGRAM SERVICE DELIVERY

5.1 PROGRAM PARTICIPANT CAPACITY EVALUATION

Eligible Program Participants will meet with Grantee staff to receive a “capacity” evaluation. This evaluation process will be completed via a face-to-face interview and standard written format. The current capacity of the business owner or person wishing to start a business will be assessed. Areas of strengths and weaknesses will be identified and a steps needed to address weaknesses will be identified.

5.2 CREATING CAPACITY DEVELOPMENT WORK PLAN

Based on the capacity evaluation, the Grantee will work with the Program Participant to develop a “work plan.” The work plan will outline the TA needed by the Program Participant and give a timeline for scheduling the services. The work plan will contain expected outcomes from the TA, explain how those outcomes will address the capacity issues identified in the evaluation and provide an estimated cost. The work plan will clearly state the expectations for the Program Participant and the Grantee. All parties will sign the work plan. Copies of the work plan will be provided to all parties and included in the Program Participant file.

Eligible Program Participants will be provided detailed information on the TA provided with this Program. TA services will be tracked and documented in the Program Participant file. The Grantee will remain in contact with the Program Participant throughout the process.

5.3 BUSINESS DEVELOPMENT VIA CLASSES

Business development classes may be offered on a regular basis, when sufficient demand for the classes is present. Some examples of topics for the classes may include: 1) business plan development or updating; 2) market analysis and marketing plan development; 3) managing employees and payroll services; 4) choosing a legal structure for a business; 4) financial management tools and cash flow projections; 5) controlling inventory and operating expenses; 6) collection of accounts payable; 7) use of the internet and other electronic resources for sales and efficiency; 8) access to capital for growing the business. Other classes may be offered based on the needs of the Program Participants.

5.4 BUSINESS DEVELOPMENT VIA “ONE-ON-ONE” COUNSELING

Business development “one-on-one” TA may be provided as needed, typically after Program Participant has attended necessary microenterprise TA classes in Section 5.5.

One-on-one TA may be scheduled with Program Participants a month at a time beginning at the start of each month. The one-on-one TA will cover similar topics to what is offered in the classes, but this TA will be much more detailed and specific to the Program Participant. The one-on-one TA may be conducted in person or via video conference call or other method agreed to by both parties. The one-on-one TA may be conducted at the location of the Program Participant or at the Grantee’s office. Notes on the TA provided at these sessions, along with time and training materials used, will be documented by the Grantee in the Program Participant file.

5.5 BUSINESS DEVELOPMENT VIA “PEER TO PEER” COUNSELING

The Grantee may choose to allow the Program Operator to organize Peer to Peer TA if a sufficient number of Program Participants with similar types of businesses are enrolled in the TA Program. Peer to Peer TA will be provided in a formal meeting format. The Peer to Peer meetings will be facilitated by the Grantee. Topics for discussion at the meetings will be provided by the members of the group which may include small group exercises and projects to facilitate participants working together to identify and find solutions to common problems experienced in their respective fields.

The date and time for each meeting should be documented with sign-in sheets. Discussion notes, activities conducted and outcomes at the meetings should be documented in program participant files.

5.5 BUSINESS DEVELOPMENT VIA ONLINE COMPUTER TRAINING

Program Participants may obtain approval from the Grantee to complete business development classes online. The topics for the online classes being requested must be in support of the work plan objectives. A list of eligible online training classes will be provided by the Grantee. Any online training or class not on the approved list must be reviewed and approved in writing by the Grantee.

Online classes may be taken remotely or in the Grantee’s office. Classes will be paid for directly by the Grantee to the third-party vendor. Documentation of completion of the online class is required and will be filed in the Program Participant file.

5.7 COMPLETION OF CAPACITY DEVELOPMENT WORK PLAN

Program Participants commit to completion of TA services as outlined in the work plan document. The Grantee will commit to providing the TA in the work plan. The Program Participant and the Grantee understand that the CDBG microenterprise TA services are a limited public resource. Therefore, if a Program Participant does not consistently complete their business development

classes, one-on-one TA counseling sessions, peer to peer meetings or complete online classes, they may be disqualified from receiving any further CDBG microenterprise TA. Disqualification will be in writing and fully documented in the Program Participant file.

6.0 PROGRAM OVERSIGHT BY GRANTEE

6.1 OVERSIGHT OF PROGRAM OPERATOR

Grantee staff will serve as the primary contact with the Department. If the Grantee determines that they wish to hire an outside consultant to administer the Program, the Grantee will be responsible for securing services of a qualified Program Operator for implementation of this TA Services Program prior to starting any activities under these guidelines. The scope of work for the Program Operator will include all administration and documentation required for TA services in these guidelines and for CDBG compliance.

6.2 TRACKING TA SERVICES OF PARTICIPANTS

The Grantee's staff oversee and monitor all work conducted by the Program Operator. Monthly or quarterly meetings will be conducted to review the Program status: 1) marketing efforts; 2) applications received; 3) eligible Program Participants being served; 4) successful Program Participant stories; 5) demand for different services and need for more resources or partners; 6) review of Program tracking forms (see Attachment C); 7) review of Department reports and funds request for reimbursement of TA Services; and 8) preparation for Department monitoring of grant contract and TA Services. As per the executed agreement between the Grantee and the Program Operator, all required reports under open grant contracts or PI will be reviewed and approved by the Grantee staff.

ATTACHMENT A
COUNTY'S EXECUTED RESOLUTION ADOPTING GUIDELINES



RESOLUTION NO. 142-2014
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

APPROVING THE REVISED PROGRAM GUIDELINES GOVERNING ELIGIBLE HOMEBUYER
LOAN PROGRAM AND ECONOMIC DEVELOPMENT LOAN AND TECHNICAL ASSISTANCE
PROGRAMS FOR THE COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT-
ASSISTED ACTIVITIES

WHEREAS, it is necessary to revise the El Dorado County Homebuyer Loan Program and Economic Development Loan and Technical Assistance Program Guidelines for the purpose of ensuring ongoing compliance with changes to statues and regulations pursuant to the Community Development Block Grant (CDBG) Program under CFR Section 570.489 (e)(1) [CDBG Final Rule 2012]; and

WHEREAS, the County has established Program Guidelines for the Homebuyer Loan Program, Business Assistance Loan Program, Microenterprise Financial Assistance Loan Program and Microenterprise Technical Assistance Program that contain guidelines for the administration and utilization of CDBG grant funding and program income received as a result of activities funded under the CDBG Program; and

WHEREAS, a Public Hearing has been conducted on this date to allow public comment and input on the proposed Program Guideline revisions; and

WHEREAS, the Assistant Chief Administrative Officer, or successor, is the official designated to oversee the use of CDBG grant funding and program income received by the County.

NOW THEREFORE BE IT RESOLVED, by the El Dorado County Board of Supervisors to adopt the revised CDBG Program Guidelines for the Homebuyer Loan Program , Business Assistance Loan Program, Microenterprise Financial Assistance Loan Program and Microenterprise Technical Assistance Program, and that the Assistant Chief Administrative Officer, or successor, is authorized and directed to submit Program Guidelines to the California Department of Housing and Community Development.

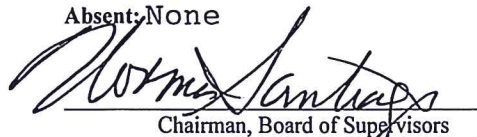
PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 9th day of Sept., 2014 by the following vote of said Board:

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Ayes: Briggs, Mikulaco, Veerkamp, Santiago

Noes: None
Absent: None


Chairman, Board of Supervisors

Norma Santiago

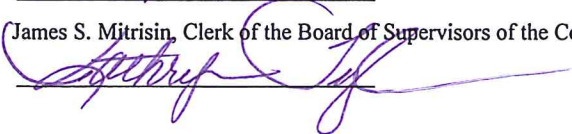
I CERTIFY THAT:



THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: 9-17-14

Attest: James S. Mjtrisin, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: 

ATTACHMENT B
COUNTY'S CDBG MICROENTERPRISE TECHNICAL ASSISTANCE
PROGRAM APPLICATION FORM

Microenterprise Program SELF-CERTIFICATION of Income for

City of / Town of / County of El Dorado CDBG Funded Activity

Program Activity: Technical Assistance Support Services

Page 1 to be filled out by Participant

Part I: Confidential Participant / Beneficiary HUD Demographic Data

(This section is voluntary.)

Ethnicity (Select One)	<input type="checkbox"/> Not Hispanic	<input type="checkbox"/> Hispanic
Race	(Select One)	
White	<input type="checkbox"/>	
Black/African American	<input type="checkbox"/>	
Asian	<input type="checkbox"/>	
American Indian/Alaskan Native	<input type="checkbox"/>	
Nat. Hawaiian/Other Pacific Isl.	<input type="checkbox"/>	
Am. Indian/Alaskan Nat. & White	<input type="checkbox"/>	
Asian & White	<input type="checkbox"/>	
Black/African American & White	<input type="checkbox"/>	
Am. Indian/Alaskan & Black/African	<input type="checkbox"/>	
Other Multi-Racial	<input type="checkbox"/>	

Part II: Confidential Participant / Beneficiary Income Certification

(Must be completed and signed before microenterprise services are provided.)

1) Number of Employees & Owners:

The total number of employee(s) is: _____. The total number of Owner(s) is: _____. Combined Employee(s) and Owner(s) = _____.

2) Number of Family Members & Gross Income:

My total family size consists of _____ members, and the total gross annual income* for all adult members is \$_____.

*Gross annual income must include all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc., but does not include the income of live-in aids, per 24 CFR 5.403).

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state and federal personnel as part of compliance monitoring.

Participant / Beneficiary Signature: _____ Date: _____

Participant / Beneficiary Name (print): _____

Participant Physical Home Address: _____, City _____

Microenterprise Program SELF-CERTIFICATION Verification by

City of / Town of / County of El Dorado CDBG Funded Activity

Page 2 to be filled out by Program Operator

Microenterprise Program Information:

Name of Microenterprise Program Operator: _____

Source of CDBG funding: Grant #: 13-CDBG-8935 - Or - PI Waiver Fiscal Year: _____

Microenterprise Business Size (# of Employees & Owners) Verification:

- Business has: No employees, as the Participant does not have an operating business
 Five or fewer employee positions with owners
 More than five employee positions with owners **NOT ELIGIBLE for CDBG ASSISTANCE**

Microenterprise Participant/Beneficiary Income and Location Verification:

Effective Date of the Income Limit Chart being used: _____

- Family is: 30% or less (Extremely Low Income)
 31%-50% (Low Income)
 51%- 80% (Moderate Income)
 Over 80% of median income: **NOT ELIGIBLE for CDBG ASSISTANCE**

Program Operator must:

- 1) Print the current HCD Income limits from the HCD website (NOT HUD's); and
- 2) Circle the applicable family size and annual income on HCD limit printout and place in participant file.
- 3) Must complete confidential demographic data, if participant/beneficiary leaves blank.

Participant / Beneficiary Name: _____

Participant / Beneficiary Physical Home Address: _____ In Jurisdiction Limits

Business Physical Address: _____ In Jurisdiction Limits

NOTE: Physical location of business must be in Jurisdiction. If no business, then Participants / Beneficiary must live in Jurisdiction.

Program Operator Certification: *I certify that Participant / Beneficiary demographic data provided is true and correct, to the best of my knowledge. I certify that, using the current HCD annual income publication compared to stated family size and gross income, resulted in the income level indicated above. I certify that the information regarding microenterprise business size is correctly indicated above. I certify that the residency of the Participant / Beneficiary and business address is true and correct per the requirements of 24 CFR 570.486(b) and/or (c) as applicable.*

Note: This completed certification whether Participant / Beneficiary receives microenterprise TA or Support Services or not, must be maintained in the Confidential Program file for review at time of monitoring.

Program Operator Name (printed)

Job Title

Signature:

Date:

Eligibility is valid until (three years after certification signed) Date: _____

ATTACHMENT C

**COUNTY'S APPLICANT AND PROGRAM PARTICIPANT TRACKING FORMS
FOR TECHNICAL ASSISTANCE**

MICROENTERPRISE & LOAN ASSISTANCE INQUIRIES									
DATE	APPLICANT NAME AND ADDRESS	PHONE #	REQUESTED APPLICATION	ADDED TO APPLICANT LOG	ME	TA	BLP	FOLLOW-UP DATE	COMMENTS
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									