

**COUNTY OF EL DORADO
AGREEMENT FOR SERVICES #9325
with
EL DORADO COMMUNITY FOUNDATION**

El Dorado County Housing Assessment and Task Force Outreach

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and El Dorado Community Foundation, a nonprofit corporation duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 201, Placerville, California 95667 (hereinafter referred to as "EDCF");

RECITALS

WHEREAS, County, in partnership with EDCF, has been awarded a two hundred forty-nine thousand nine hundred ninety-nine dollar and sixty-eight cents (\$249,999.68) Engage, Empower, Implement Grant administered through the Sacramento Council of Governments (SACOG), to build a community-designed Affordable Housing Strategic Plan, which will include clearly defined achievable actions to address housing, transportation, and mobility needs of El Dorado County;

WHEREAS, County will serve as the local government agency, receptacle of funds, and the fiscal agent for the grant;

WHEREAS, EDCF will serve as the Community-Based Organization (CBO) focusing on front-line outreach and encouragement of local collaboration and coordination for the El Dorado County Housing Assessment and Task Force Outreach ("Project");

WHEREAS, County and EDCF intend to coordinate development of an impactful, community-driven strategic plan to include clearly defined achievable actions to address to address housing, transportation, and mobility needs of El Dorado County through fostering direct community involvement through outreach efforts;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, County and EDCF mutually agree as follows:

1. Scope of Work: EDCF will fully perform all work necessary to complete the project as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, which includes the tasks to be performed by EDCF as well as project deliverables and timeline. Also attached hereto and incorporated herein is Exhibit B, marked "Grant Application". Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 10 and is subject to approval by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), or any other Federal or State agency having jurisdiction.

a. Scope of Responsibilities.

- 1) County shall engage EDCF and EDCF shall be responsible for the complete performance of the work described in Exhibit A, in accordance with the budget constraints as identified in Exhibit C, marked "Budget and Rates" incorporated herein and made by reference a part hereof.
- 2) EDCF subcontracts for work identified in Exhibit A are required to be competitively procured consistent with any applicable rules and guidelines, including the Caltrans Local Assistance Procedures Manual. EDCF must also include the County Contract Administrator, or designee, in selection processes for work identified in Exhibit A. Subcontracts shall provide all forms required by Section 5(h) of this Agreement.

b. Materials to be Furnished to EDCF. County shall, if applicable, provide EDCF with a right to use (without charge by County) information, data, reports, records and maps which are in possession of or readily available to County, for the purposes of carrying out work under this Agreement. However, County's proprietary information or otherwise confidential or privileged materials shall not be provided to EDCF, unless authorized by County's legal counsel, except as provided under the Public Records Act and other state and federal laws.

2. Time of Performance:

- a. EDCF will commence work upon issuance of a Notice to Proceed by County and following the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

EDCF will provide written progress reports to County at least quarterly (March, June, September and December) in format as shown in Exhibit D, marked "Quarterly Progress Report," incorporated herein and made by reference a part hereof.

- b. All work will be completed, and this Agreement will expire on **December 31, 2026**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.

3. Compliance with Laws: EDCF will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to EDCF hereunder. These regulations, orders, circulars, and directives include, without limitation, the following: 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, EDCF will require the

appropriate debarment certification form from all EDCF contractors and EDCF certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

4. Funding Amount: The amount to be paid to EDCF under this Agreement shall not exceed **one-hundred seventy-four thousand nine hundred fifteen dollars (\$174,915)**, inclusive of all subconsultant and direct/other costs, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will County be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

5. Reporting and Payment:

- a. On a quarterly basis, EDCF will provide County with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement pursuant to Subsection 5.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. EDCF's written progress report shall be completed on the required the form as shown on Exhibit D, marked "Quarterly Progress Report".
- b. Payments to EDCF hereunder will be made in arrears. EDCF will submit a detailed and properly documented invoice on its letterhead for reimbursement not more often than quarterly, which invoice shall include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that EDCF has already incurred costs for the Project using eligible funds in accordance with Exhibit E, marked "Required Documentation for Invoices," incorporated herein and made by reference a part hereof.
- c. EDCF shall be notified within ten (10) business days following receipt of its invoice by County of any circumstances or data identified by County in EDCF's invoice that would cause withholding of approval and subsequent payment. EDCF's invoice shall include documentation of reimbursable expenses and billed items sufficient for County, in its opinion, to substantiate billings. County reserves the right to withhold payment of disputed amounts.
- d. County will make payments in accordance with Caltrans reimbursement requirements. EDCF shall provide all supporting invoice documentation required by Caltrans. Under no circumstances will County be required to pay any amounts greater than the amount reimbursed by Caltrans.
- e. EDCF agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, 23 CFR 420, and any other applicable State or Federal Regulations, will be used to determine the allowability of individual items of cost.

- f. Notwithstanding any other provision of this Agreement to the contrary, payments to EDCF for travel and subsistence (per diem) and mileage expenses, if applicable, for EDCF's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>. If the rates invoiced are in excess of these authorized rates, then EDCF is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand.
- g. EDCF and its contractors and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to County. EDCF shall also provide County with Exhibit F, marked, "Exhibit 10-K, Consultant Annual Certification of Indirect Costs and Financial Management System", incorporated herein and made by reference a part hereof.
- h. Any costs for which payment has been made to EDCF that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 23 CFR Part 420, or any other applicable State or Federal regulations, are subject to repayment by EDCF to County within thirty (30) days of the EDCF receiving notice of final audit findings. Should EDCF fail to return disallowed cost to County within thirty (30) days, County is authorized to withhold payments due to EDCF from other County-administered programs.
- i. EDCF and its contractors and subcontractors shall comply with:
- 23 CFR; Caltrans' Local Assistance Procedures Manual
(at <http://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>);
- California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
- j. All costs charged to this Agreement by EDCF shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if

applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or timecards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in this Section of the Agreement.

- k. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(f) through 5(l) above. EDCF agrees to furnish documentation to County to support this requirement that its agreements with a contractor contain the required provisions.

6. Independent Contractor: The parties intend that an independent contractor relationship will be created by this Agreement. EDCF is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. EDCF exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by EDCF. Those persons will be entirely and exclusively under the direction, supervision, and control of EDCF.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which EDCF performs the work or services for accomplishing the results. EDCF understands and agrees that EDCF lacks the authority to bind County or incur any obligations on behalf of County.

EDCF, including any subcontractor or employees of EDCF, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. EDCF shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes EDCF. EDCF shall not be subject to the work schedules or vacation periods that apply to County employees.

EDCF shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that EDCF provides for its employees.

EDCF acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

7. Termination:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
 - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and EDCF shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to EDCF, the excess costs to procure from an alternate source.
- b. County shall pay EDCF the sum due to EDCF under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due EDCF under this Agreement and the balance, if any, shall be paid to EDCF upon demand.
- c. County may require EDCF to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by EDCF in this Agreement proves to have been false or misleading in any respect.
- c. EDCF fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
- d. A violation of Section 45, Conflict of Interest.

- B. The maximum amount for which County shall be liable if this Agreement is terminated is the not-to-exceed amount of the total amount of this Agreement, as applicable.
 - C. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of EDCF.
 - D. Ceasing Performance: County may terminate this Agreement immediately in the event EDCF ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
 - E. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to EDCF, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, EDCF shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.
 - F. Completion of Work: In the event of termination of the Agreement, for default or without cause, County reserves the right to take over and complete any work, service, or task by contract or by other means.
8. Assignment: EDCF shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.
9. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
10. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
11. Contractors and Subcontractors: EDCF will be fully responsible for all work performed by its contractors and subcontractors.
- a. County reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:

- 1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
- 2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- 3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by EDCF or any subcontractor in performing work associated with this Agreement or any part of it.
- 4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- 5) Permit County and/or its 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.
- 6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 26.

12. Written and Electronic Versions of Work Products and Related Materials; Publishing. EDCF shall provide copies of all of its deliverables created pursuant to the Scope of Work to County in an electronic format. Hard copies shall also be provided upon County's request. Related materials, including any reports, newsletters or other written materials will also be provided in an electronic format, hard copies shall also be provided upon County's request.

- a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.
- b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.

- c. Deliverables shall be submitted via electronic file and EDCF shall produce the file using Microsoft (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. EDCF shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified herein. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in Section 7 above.
- d. County shall be free to copyright material developed under this Agreement, to the extent allowable by law. The State and the FHWA and the FTA reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this Agreement for government purpose.
- e. All deliverables published under this Agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Metropolitan Planning Organization, the Sacramento Area Council of Governments. Additional financial assistance was provided by the California State Department of Transportation."
- f. All deliverables produced under this Agreement which include EDCF logos shall also include the County logo, upon County's request.

13. Indemnity: To the fullest extent permitted by law, EDCF shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of EDCF or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of EDCF to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

14. Audit, Retention and Inspection of Records:

1. County or its designee, including, at a minimum, any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. EDCF agrees to provide County or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government (including FHWA), with any relevant information requested and will permit County or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. EDCF further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- c. If so directed by County upon expiration of this Agreement, EDCF will cause all Records relevant to the Scope of Work to be delivered to County as depository.

15. Project Managers: County's Contract Administrator for this Agreement is **Christopher Perry, Economic and Business Relations Manager, Planning and Building Department**, or successor, unless County otherwise informs EDCF. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement must be delivered to the County's Contract Administrator electronically or via postal mail at the following:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn: Christopher Perry
Economic and Business Relations Manager

EDCF's Project Manager for this Agreement is **Amy Pooley, Executive Director**, or successor. No substitution of EDCF's Project Manager is permitted without prior written agreement by County, which agreement will not be unreasonably withheld. With the

exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication to EDCF required by this Agreement must be delivered to the EDCF Project Manager electronically or via postal mail at the following:

El Dorado Community Foundation
Post Office Box #1388
Placerville, California 95667

Attn: Amy Pooley
Executive Director

16. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of County to enforce at any time the provisions of this Agreement or to require at any time performance by EDCF of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce these provisions.

18. Litigation: EDCF will notify County immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or County and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of County.

19. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, EDCF 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 issued pursuant to the ADA including, at a minimum, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. EDCF also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is County's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. County does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status,

marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. County prohibits discrimination by its employees, subrecipients, contractors and consultants.

EDCF hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that EDCF will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by EDCF to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County may deem appropriate.

- a. EDCF and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. EDCF and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. EDCF and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. EDCF and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with Exhibit G, marked, "Fair Employment Practices Addendum", and Exhibit H, marked, "Non-Discrimination Assurances", attached hereto and incorporated herein by this reference. EDCF and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. EDCF and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the

provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 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. EDCF and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. EDCF and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. EDCF, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, EDCF shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. EDCF shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. EDCF and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement. EDCF shall take such action with respect to any such contract as County or U.S. DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of EDCF's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, at a minimum:
 - 1) Withholding of payments to EDCF under this Agreement until EDCF complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.

21. Drug-Free Certification: By signing this Agreement, EDCF hereby certifies under penalty of perjury under the laws of the State of California that EDCF will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government

Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or the organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of EDCF who works under this Agreement shall:
 - 1) Receive a copy of EDCF's Drug-Free Workplace Policy Statement; and
 - 2) Agree to abide by the terms of EDCF's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, EDCF hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. EDCF will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. EDCF will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:

- a. EDCF certifies, to the best of his or her knowledge or belief, that:
 - 1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of EDCF, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or

Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, EDCF will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. EDCF also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements.

- a. Should EDCF award any construction contracts utilizing Federal funds under this Agreement, EDCF agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should EDCF award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, EDCF agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBE) Assurances by County: County has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: County shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. County's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of the County DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to County of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

26. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and EDCF agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs". DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. EDCF agrees to complete Exhibit I, marked, "County DBE Information Form," attached hereto and incorporated herein by this reference, and Exhibit J, marked, "Caltrans Exhibit 10-02," attached hereto and incorporated herein by this reference, so that County may compile statistics for Federal reporting purposes.

- a. Non-Discrimination: EDCF shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. EDCF shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by EDCF to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as County deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: EDCF shall insert the following clauses in any contract funded under this Agreement:
 - 1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from EDCF. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of EDCF. This clause applies to both DBE and non-DBE subcontracts.
 - 2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good

cause following written approval of EDCF. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by EDCF agency. If EDCF makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, EDCF shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as EDCF agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- 3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: EDCF shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment, and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to County.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- 1) EDCF shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from EDCF's Project Manager. EDCF's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - 2) Prior to requesting EDCF's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to EDCF, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five (5) days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why EDCF should not approve the contractor's action. EDCF may,

in instances of public necessity, approve a response period shorter than five (5) days.

- 3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify EDCF in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify EDCF in writing with the date of certification. The contractor shall then provide to County's Contract Administrator written documentation indicating the DBE's existing certification status.
- f. Noncompliance by EDCF. EDCF's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County may deem appropriate.

Any contract entered into by EDCF as a result of this Agreement shall contain all of the provisions of this Section.

27. Non-Liability of County: County shall not be liable to EDCF or any third party for any claim for loss of profits or consequential damages. Further, County shall not be liable to EDCF or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

28. Debarment Responsibilities: EDCF agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

29. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

30. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of El Dorado County.

31. Integration: This Agreement represents the entire understanding of County and EDCF as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 10.

32. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

33. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

34. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

35. Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement shall automatically be vested in County without restriction or limitation on their use, and no further agreement shall be necessary to transfer ownership to County. Copies may be made for EDCF's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. EDCF shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

36. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

37. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, the parties shall amend this Agreement as necessary, or shall terminate it immediately.

38. Ambiguities: The parties have each carefully reviewed this EDCF Agreement and have agreed to each term and condition herein. No ambiguity shall be construed against either party.

39. Press Releases: Each party shall obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

40. Clean Air Act: EDCF agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d))

and 40 CFR part 93 ("Clean Air requirements"). EDCF agrees to report each Clean Air requirement violation to County and understands and agrees that County will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. EDCF also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of County's Contracts Administrator and General Counsel ("Committee"). This Committee may consider the written information or additional verbal information submitted by EDCF at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that EDCF disputes the Committee's determination, EDCF may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. EDCF's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse EDCF from full and timely performance in accordance with this Agreement.

42. Rebates, Kickbacks, or Other Unlawful Consideration: EDCF warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

43. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. EDCF shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

44. Equipment Purchase:

- a. Prior authorization in writing, by County's Contract Administrator shall be required before EDCF enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or EDCF

services. EDCF shall provide an evaluation of the necessity or desirability of incurring such costs.

- b. For purchase of any item, service or consulting work not covered in EDCF Cost Proposal and exceeding \$5,000 prior authorization by County's Contract Administrator, and three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "EDCF shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one (1) year and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, EDCF may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures, and credit County in an amount equal to the sales price. If EDCF elects to keep the equipment, fair market value shall be determined at EDCF's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to County and EDCF, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County,". 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

45. Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for EDCF and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interest are public records subject to disclosure under the California Public Records Act.

EDCF covenants that during the term of this Agreement neither it, or any officer or employee of EDCF, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If EDCF becomes aware of a conflict of interest related to this Agreement, EDCF shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Section 7.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF
THE DATE FIRST APPEARING ABOVE:

EL DORADO COUNTY


**EL DORADO COMMUNITY
FOUNDATION**

Board of Supervisors
"County"

Amy Pooley
Chief Executive Officer
"EDCF"

Attest:

Kim Dawson
Clerk of the Board of Supervisors


Margie KOVARIK (May 12, 2025 16:43 PDT)

Margie Kovarik Maxhimer
Corporate Secretary

Deputy Clerk

EXHIBIT A

Scope of Work

The Project aims to foster direct community involvement through outreach efforts to craft an impactful, community-driven Affordable Housing Strategic Plan (Strategic Plan).

All known partners and their roles and responsibilities

Organization Name	Lead Staff	Task/Role/Responsibility
El Dorado County	Christopher Perry	Lead Government Agency
El Dorado Community Foundation	Amy Pooley	Partnering CBO
Lisa A. Baker Consulting	Lisa Baker	Consultant & Affordable Housing Expert
Affordable Housing Task Force		Input on Strategic Plan, Board of Supervisors (BOS) input, action-plan follow up
Housing El Dorado	Frank Porter	Community Partner with expertise in affordable housing solutions & policies
El Dorado County Office of Education	Margaret Lewis	Community Partner serving all county McKinney Vento students & families
El Dorado County Health and Human Services (HHS)	Oliva Byron Cooper	Public Housing Authority
El Dorado County Community HUBS	Jesus Cordova	Community Need Navigators
Federated Church	Rev. Dr. Laura Barnes	Marginalized Community Member Advocate
New Morning Youth & Family Services	Kristen Peterson	Youth and Teen Shelter Service Provider
El Dorado County Senior Services	Wanda Demarest	Senior services and advocacy
El Dorado County Association of Realtors		Representation of real estate agents and clients facing affordable housing needs
Local Developers		Representation of builders and developers
El Dorado County Transportation Commission	Woodrow Deloria	Transportation/Mobility Lead

CASA El Dorado	Natalie Moore	Foster Youth Community Advocacy
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Task 1. Project Oversight, Management, and Pre-Engagement

Initial planning sessions between County and the EDCF shall focus on creating a detailed work plan and tailored strategies for each community partner and El Dorado County Supervisorial District ("District") within the County. The following elements shall be addressed, at a minimum:

- Clearly define the target audiences and community voices for outreach.
- Establishing a Project timeline with tentative event dates.
- Establish online communication and task tracking group for committee members.
- Developing a comprehensive map of community stakeholders.
- Outlining community engagement events, specifying themes and methodologies for each District, and selecting easily accessible event locations for all community members.
- Defining participant incentives and determining the method of delivery.
- Drafting community engagement questions for effective interaction and survey execution.

Task 2. Engagement Plan

Engagement Goals:

- Build rapport with stakeholder groups and use this engagement to build enthusiasm for the Project.
- Foster transparent communication channels to ensure all community members feel heard and valued.
- Gauge community readiness and barriers to affordable housing and mobility impacts.
- Develop an inclusive outreach strategy that reaches underrepresented groups, making use of various media and community networks.
- Collaborate with community to collect data on the relationship between affordable housing and transportation, posing questions about how high housing costs affect mobility; transportation access to local jobs and essential services; transportation accessibility for vulnerable groups; as well as transportation infrastructure and expenses.
- Celebrate milestones and successes publicly to maintain momentum and community support.
- Partner with local organizations and leaders to amplify efforts and ensure the Project aligns with broader community goals.

Engagement Activities:

- Engage a housing expert through consulting contracts to enhance involvement and proven methodologies. By collaborating with a seasoned professional, we will ensure that this housing Project benefits from expert insights and innovative strategies.
- Compose preliminary agendas and facilitation protocols.
- Formulate pre-event and post-event assessment questionnaires.
- Outline key discussion points and pre-established conversation topics.
- Secure agreements with venues and suppliers for event logistics.
- Develop various meeting tools, worksheets, registration forms, newsletters, ice breakers, slide presentations to foster engagement.
- Determine essential resources required for each event, including audiovisual equipment and office supplies.
- Establish a unified outreach branding strategy to ensure messaging consistency.
- Craft a comprehensive timeline for engagement events.
- Distribute an online survey to accommodate remote participants.

Meeting Facilitation:

- Facilitate meetings with residents, partnering community organizations, stakeholders, and the Affordable Housing Task Force ("AHTF").
- Provide meeting summaries, attendee lists, and key actions/recommendations back to all vested community residents, the Project team, and partners through newsletters and media outlets.

Task 3. Execution of Plan

Working in partnership with the housing specialist, the EDCF and County shall outline event topics, methodologies for each community and audience, and the online survey.

The Project team shall work in unison to develop all event and outreach related items including agendas, slides, sign-in sheets, etc.

Regular updates on the Project's progress shall be communicated back to partnering agencies through various channels, including newsletters and social media, ensuring transparency and continuous community involvement. These updates shall highlight, at a minimum, milestones achieved, feedback received and maintain transparency and foster a sense of shared ownership among all stakeholders.

Upon conclusion of data collection, the Project team shall work alongside the housing specialist to review data. The analysis phase shall include a thorough examination of trends and patterns within the collected data. Once the initial review is complete, the Project team and the housing specialist shall collaborate with the AHTF to draft a comprehensive report, highlighting key findings, potential implications, and actionable recommendations.

After finalizing the initial Strategic Plan draft, the community will be encouraged to review and offer feedback. Any public input received will be incorporated into the ultimate version of the strategic housing plan, which will subsequently be presented to the Board of Supervisors ("BOS").

Task 4. Evaluation

All engagement events shall incorporate a feedback mechanism to ensure comprehensive documentation of all participant voices involved in the process. This data shall specifically focus on gauging:

- Participants' sense of being heard and included, in comparison to their pre-engagement experience.
- Participants' level of connection to the planning process, compared to their pre-engagement state.
- The impact of the engagement process on trust levels, whether increased or decreased.
- Feelings about affordable housing before and after participation in this Project.

The transparency of the data collected from community engagement activities shall be reflected in the final presentation to the BOS.

In addition to data from participants, numeric engagement data shall be tracked to gauge participation from each District. This data shall include the number of participants at events, social media and website engagement specific to the Project, and compare and contrast the successful engagement from community on this Project versus historic community housing surveys.

Task 5. Final Deliverables

Final Product/Project Identification: The Strategic Plan and the clearly defined, achievable actions to address housing, transportation, and mobility needs of County shall include, at a minimum, the following:

- Next steps for implementation: Adoption by BOS of Strategic Plan and development and implementation of AHTF to ensure Strategic Plan is acted upon.
- Project Closeout Report: A Project summary of all work completed throughout the life of the grant and the Strategic Plan shall be provided to County
- SACOG Update: SACOG will be updated on the status of BOS adoption of the Strategic Plan and offer an exhaustive study on next steps and full implementation.
- Evaluation Summary: All data, materials created, messaging disseminated, and goals of the Strategic Plan shall be summarized and presented.
- Best Practices and Lessons Learned: Reflection on the process shall take place during and after the completion of the grant. These reflections shall be noted in the evaluation summary.
- Community Documentation of Needs and Opportunities: A Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis will take place during the infancy of the Project and throughout and be key in driving the completion of the finalized Strategic Plan for the BOS.

- Documentation of Narratives: Full summary of all planning, implementation and compilation of data shall be completed in the narrative summary at the completion of the grant.
- Date of BOS presentation shall be communicated to SACOG.
- Letters of support from all partnering agencies and community members shall be welcomed to support El Dorado County's adoption of the Strategic Plan, as well as the encouragement to move forward with a five (5) to ten (10)-year action plan.

Deliverables shall include the following, at a minimum:

- Organizing up to twelve (12) community engagement meetings across Districts and at least one (1) centrally located County meeting.
- Executing one (1) online community survey, which will specifically include questions regarding transportation access to affordable housing and jobs.
- Facilitating one (1) to two (2) stakeholder meetings or processes, each lasting one (1) to two (2) hours, to engage identified stakeholders in pinpointing communal needs, with a specific focus on the intersection of affordable housing and transportation.
- Conducting one (1) to three (3) strategic planning workshops, each lasting approximately two (2) to three (3) hours, to identify pertinent issues, requirements, and the focus of the AHTF.
- Collaborating with AHTF to formulate longstanding County policy recommendations for the BOS.
- Crafting the draft Strategic Plan and gathering community feedback, with a key emphasis on the relationship between transportation and housing affordability. By examining these dynamics, we strive to create strategies that improve connectivity and accessibility.
- Finalizing a comprehensive Strategic Plan, which ensures that housing policies and development strategies address the mobility needs of residents.
- Determine essential resources required for each event, including audiovisual equipment and office supplies.
- Establish a unified outreach branding strategy to ensure messaging consistency.
- Craft a comprehensive timeline for engagement events.
- Distribute an online survey to accommodate remote participants.

EXHIBIT B

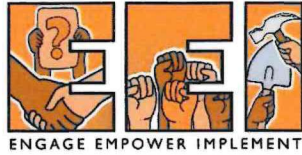
Grant Application



Engage, Empower, Implement Application

Sponsor Information

Project title:	El Dorado County Housing Assessment and Taskforce Outreach	
Sponsoring Agency:	El Dorado County	
Lead Person and contact information (phone, email, mailing address):	Chris Perry El Dorado County christopher.perry@edcgov.us 2850 Fairlane Ct., Placerville, CA 95667	Economic Development Manager 530-621-5174
Community-based partner:	El Dorado Community Foundation	
Lead Person and contact information for CBO partner (phone, email, mailing address):	Amy Pooley El Dorado Community Foundation amy@eldoradocf.org 312 Main Street, Unit 201, Placerville, CA 95667	Executive Director (530) 622-5621
Funds Requested:	\$305,853	
Minimum Amount to Conduct Project:	\$250,000	
Project Description:	<p>The El Dorado County Board of Supervisors has approved the formation of an affordable housing task force, which seeks to develop affordable housing policies based on a comprehensive assessment of current housing needs and challenges. The County and Foundation are seeking EEI funding to help execute a significant community engagement and outreach plan to build an affordable housing plan, with policy options for the Board of Supervisors' consideration.</p>	



Geographic overview:	<p>Does your identified community fall within any of the following definitions / descriptions:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Disadvantaged Communities (DACs) <input checked="" type="checkbox"/> SACOG Environmental Justice Areas (EJ Areas) <input type="checkbox"/> Locally defined environmental justice/disadvantaged communities etc. <input checked="" type="checkbox"/> CalEnviroScreen 4.0 <input checked="" type="checkbox"/> Justice40 Maps (e.g. areas of persistent poverty, historical disadvantaged communities, urban, rural) <input type="checkbox"/> Environmental Protection Agency (EPA) Justice Screening <input checked="" type="checkbox"/> Climate and Economic Justice Screening Tool <input type="checkbox"/> Environmental Justice Block Groups <input checked="" type="checkbox"/> Healthy Places Index <input type="checkbox"/> Other: _____
Blueprint Alignment:	<p>Which of the following Blueprint pillars does your proposal fall under (check all that apply):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Equity <input checked="" type="checkbox"/> Economy <input type="checkbox"/> Environment
Mobility & Air Quality:	<p>EEI is using a mix of funds. To best identify from which funding sources to pull from, please indicate if your project is connected to mobility or air quality. Select all that apply and provide a brief summary of how the project aligns to either or both:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Mobility <input type="checkbox"/> Air Quality Improvements <p>Summary:</p> <p>A housing needs assessment evaluates demand for housing types based on factors like population growth and income. It's linked to mobility as it helps plan infrastructure that improves access to jobs, services, and amenities, thereby influencing commuting patterns and reducing travel times. This alignment enhances residents' overall quality of life and accessibility.</p>
<p>Attachments</p> <p>Narrative Please attach your completed narrative. Download the narrative instructions from the EEI website.</p> <p>📎 EDC-Foundation - SACOG EEI NAR...</p> <p>Scope of Work Please attach your completed scope of work. Download the scope of work template from the EEI website.</p> <p>📎 SACOG EEI SCOPE_final.pdf</p>	<p>Partnership – Letter of Support <i>For partnership applications this will be a letter from the identified CBO. For independent applications this will be a letter of acknowledgement from the city or county.</i></p> <p>📎 Partnership Letters of Support.pdf</p> <p>Other Documents <i>This can be previous engagement reports, maps, or other items that support your application</i></p> <p>📎 Affordable Housing Taskforce Boar...</p>

EXHIBIT C

Budget and Rates

This section includes a breakdown of anticipated hours and costs per Scope of Work Tasks. The EDCF will be responsible for all consultant contracts. In no event shall the not-to-exceed amount of this Agreement be exceeded.

Task # and Description/Title	Hours Needed to Complete	Hourly Rate	Total Cost for Task
Task 1: Pre-Engagement: Work Plan & Project Oversight			
County Admin	12	\$ 43.74	\$ 524.88
County Manager	16	\$127.02	\$ 2,032.32
County Deputy	6	\$149.89	\$ 899.34
Subrecipient Communications	12	\$150.00	\$ 1,800.00
EDCF Coordinator	8	\$150.00	\$ 1,200.00
EDCF Director	16	\$150.00	\$ 2,400.00
Direct/Other Costs			\$ 300.00
Task 2: Engagement Plan			
County Admin	25	\$ 43.74	\$ 1,093.50
County Manager	48	\$127.02	\$ 6,096.96
County Deputy	16	\$149.89	\$ 2,398.24
Subrecipient Communications	65	\$150.00	\$ 9,750.00
EDCF Coordinator	25	\$150.00	\$ 3,750.00
EDCF Director	60	\$150.00	\$ 9,000.00
Direct/Other Costs			\$ 5,500.00
Task 3: Execution of Plan			
County Admin	40	\$ 43.74	\$ 1,749.60
County Manager	150	\$127.02	\$19,053.00
County Deputy	85	\$149.89	\$12,740.65
EDCF Communications	230	\$150.00	\$34,500.00
EDCF Coordinator	120	\$150.00	\$18,000.00
EDCF Director	234	\$150.00	\$35,100.00
Direct/Other Costs			\$ 5,000.00
Subconsultant Contract			\$25,000.00
Task 4. Evaluation			

County Admin	10	\$ 43.74	\$ 437.40
County Manager	36	\$127.02	\$ 4,572.72
County Deputy	10	\$149.89	\$ 1,498.90
EDCF Communications	24	\$150.00	\$ 3,600.00
EDCF Coordinator	12	\$150.00	\$ 1,800.00
EDCF Director	40	\$150.00	\$ 6,000.00
Task 5: Final Deliverables			
County Admin	36	\$ 43.74	\$ 1,574.64
County Manager	84	\$127.02	\$10,669.68
County Deputy	65	\$149.89	\$ 9,742.85
EDCF Communications	12	\$150.00	\$ 1,800.00
EDCF Coordinator	8	\$150.00	\$ 1,200.00
EDCF Director	60	\$150.00	\$ 9,000.00
Direct Costs			\$ 215.00
Total Scope:			\$249,999.68
County			\$ 75,084.68
EDCF			\$138,900.00
Subconsultant			\$ 25,000.00
Direct/Other Costs			\$ 11,015.00

EXHIBIT D
QUARTERLY PROGRESS REPORT

Division of Transportation Planning Grant Program

Quarterly Report Statement for

District/Quarter: District 3 / **Quarter (insert time period)**
District Grant Manager: Susan Wilson, (916) 274-0639
(name/phone)
Project Title:
Grant Applicant:
Grant Program & FY:
Date funds were encumbered:
Project End Date:

	Grant Funds (%)	Local Match (%)	Estimated % of Project Completed to Date	% of Total Amount Expended to Date
Total Authorized	\$	\$	%	%
Funds Expended to Date:	\$0	\$0	0%	0%
Balance Available:	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
2. Identify Community-Based Organizations involved in the project this quarter.
3. Discussion/evaluation of public participation efforts this quarter.
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.)

Quarterly Report Prepared By:	Date:
--------------------------------------	--------------

EXHIBIT E
REQUIRED DOCUMENTATION FOR INVOICES

Type of Expense	Required Documentation for Invoices
Labor Costs Approved timesheets and/or itemized financial/payroll system report providing:	<ul style="list-style-type: none"> • Names • Dates • Hours worked toward specific tasks/deliverables • Hourly rate • Benefits • Overhead
Indirect/Overhead Charge	<ul style="list-style-type: none"> • Approval of indirect rate from cognizant agency
Proof of Payment	<ul style="list-style-type: none"> • Copy of cancelled check showing proof of cleared payment
Meeting Related Expenses Typically not eligible for grant reimbursement unless obtained prior approval and included in budget/SOW.	<ul style="list-style-type: none"> • Purpose of meeting • Agenda • List of attendees
Other Expenses	<ul style="list-style-type: none"> • Detailed receipts
Disadvantage Business Enterprises (DBE)	<ul style="list-style-type: none"> • DBE Report forms ADM 0227F, ADM 3069 if applicable
In-Kind/Match	<ul style="list-style-type: none"> • If staff time is used for match, follow "Labor Costs" documentation requirements. • If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. To be allowable for match, any costs incurred must have been procured following same rules County is subject to, based on type of grant funding. • If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency).
Travel Costs	
Mileage	<ul style="list-style-type: none"> • Date • Miles driven • Addresses traveled from and to • Purpose of travel • Map preferred
Meals, Incidentals, Transportation & Lodging	<ul style="list-style-type: none"> • Itemized receipts for all meals/incidentals. Will only be reimbursed according to BOS Travel Policy • If any charges are for more than one person, names of all parties and purpose of charge must be provided.

EXHIBIT F

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Consultant's Full Legal Name: _____

Important: If you have an Indirect Cost Rate, you agree to submit this certification along with documents showing your certified rate (i.e.: rate agreement) and entity of approval (i.e.: Caltrans, CPA) on an annual basis to procurement@sacog.org.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23, United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
 - Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;
 - Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
 - Internal controls to maintain integrity of financial management system;
-

- Cost Reimbursements on Contracts:**

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

Name**: _____ Title**: _____
Signature: _____ Date of Certification (mm/dd/yyyy): _____
Email**: _____ Phone Number**: _____

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.

Indirect Cost Rate Approved by: SACOG Accounting Department Date of Approval

EXHIBIT G

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, County will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. EDCF will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. EDCF shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. EDCF, its contractor(s) and all 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 12900(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. Each of the EDCF's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. EDCF shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. EDCF will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which EDCF was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that EDCF has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by EDCF and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to EDCF, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure EDCF's breach of this Agreement.

EXHIBIT H
NONDISCRIMINATION ASSURANCES

EDCF HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which EDCF receives federal financial assistance from the Federal Department of Transportation, EDCF HEREBY GIVES ASSURANCES THAT EDCF will promptly take any measures necessary to effectuate this Agreement. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, EDCF hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That EDCF agrees that each "program" and each "facility" as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That EDCF shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

EDCF hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That EDCF shall insert the clauses of Appendix A of this Assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where EDCF receives federal finance assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where EDCF receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That EDCF shall include the appropriate clauses set forth in Appendix C and D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the EDCF with other parties:

Appendix C:

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates EDCF for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates EDCF or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which EDCF retains ownership or possession of the property.

9. The EDCF shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that EDCF, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That EDCF agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. EDCF shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. EDCF shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. EDCF's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the

recipient of its failure to carry out is approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to EDCF by STATE, acting for the U.S. Department of Transportation, and is binding on EDCF, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX 1 TO EXHIBIT H

During the performance of this Agreement, EDCF, for itself, its assignees and successors in interest (hereinafter collectively referred to as EDCF) agree as follows:

1. Compliance with Regulations: EDCF shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: EDCF, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. EDCF shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by EDCF for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by EDCF of the EDCF's obligations under this Agreement and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: EDCF shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to EDCF's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of EDCF as in the exclusive possession of another who fails or refuses to furnish this information, EDCF shall so certify to STATE or the FHWA as appropriate and shall set forth what efforts EDCF has made to obtain the information.

5. Sanctions for Noncompliance: In the event of EDCF's noncompliance with the nondiscrimination provisions of this Agreement, STATE shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, at a minimum:

(a) withholding of payments to EDCF under the Agreement within a reasonable period of time, not to exceed ninety (90) days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provision: EDCF shall include the provisions of paragraphs 1 through 6 in every sub-agreement, including procurements of materials and leases of equipment unless exempt by the REGULATIONS or directives issues pursuant thereto. EDCF shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided; however, that, in the event EDCF becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, EDCF may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, EDCF may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2 TO EXHIBIT H

The following clauses shall be included in any and all deeds affecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that EDCF will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remiss, release, quitclaim and convey unto the EDCF all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto EDCF and its successors forever, subject; however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on EDCF, its successors and assigns.

EDCF, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(:) (and)¹

2. That EDCF shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed².

APPENDIX 3 TO EXHIBIT H

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by EDCF.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as covenant running with the land) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, EDCF shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

¹ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

² Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

That in the event of breach of any of the above nondiscrimination covenants, EDCF shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of EDCF and its assigns.

APPENDIX 4 TO EXHIBIT H

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the EDCF.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

1. No person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, EDCF shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, EDCF shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of EDCF, and its assigns.

EXHIBIT I

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of County, Caltrans, and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of County contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the Caltrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information

(Awardee must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 3)

_____ **Option #1 - No Certified DBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

(Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one):

- ☐ Less than \$500,000
☐ \$500,000-\$1 million
☐ \$1 million-\$2 million
☐ \$2 million-\$5 million
☐ Over \$5 million

Age of Firm

Race/Ethnicity: ☐ Asian Pacific ☐ Caucasian ☐ Other _____
☐ Asian Subcontinent ☐ Hispanic
☐ Black ☐ Native American

Capacity of DBE (e.g., contractor, subcontractor,
Participation
vendor)

\$ Amount DBE

Description of services or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

Name of Contractor, if different than signatory

EXHIBIT J

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: El Dorado County 2. Contract DBE Goal: 10%
 3. Project Description: El Dorado County Housing Assessment and Taskforce Outreach
 4. Project Location: El Dorado County
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$249,999.97
 8. Total Dollar Amount for **ALL** Subconsultants: \$25,000.29 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: <u>Chris Perry</u> 21. Federal-Aid Project Number: <u>DEMOL-5925(204)</u> 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's _____	26. Phone _____	17. Preparer's _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.

21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.

22. Contract Execution Date - Enter the date the contract was executed.

23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.

24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.

26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.

27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.