

KING CITY
C A L I F O R N I A

Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 10, 2017

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
ADMINISTRATION AND LABOR COMPLIANCE**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a Contract Services Agreement with the Adams Ashby Group for Community Development Block Grant (CDBG) administration and labor compliance; and 2) authorize the City Manager to make non-substantive changes as necessary approved as to form by the City Attorney.

BACKGROUND:

At the August 22, 2017 meeting, the City Council directed staff to proceed with preparation of a CDBG application for up to \$4,400,000 for sidewalk improvements, \$500,000 for the ProYouth after-school expanded learning program, and \$100,000 for environmental review for the proposed Wastewater Treatment Plant Upgrade project. Staff prepared and distributed a Request for Proposal (RFP) to hire consultant services to assist the City in both preparation of the grant application and administration of the grant if it is awarded. The RFP was distributed to four firms in California that specialize in grant related services.

DISCUSSION:

One proposal was received from the Adams Ashby Group. They have provided previous services to the City related to CDBG grant applications and monitoring. Staff recommends entering into a contract with Adams Ashby Group. While the grant application has not yet been approved or submitted, staff believes it is important to include CDBG contract administration and labor compliance in the contract services agreement at this time contingent upon award of the grant in

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION AND
LABOR COMPLIANCE
OCTOBER 10, 2017
PAGE 2 OF 2**

order to demonstrate project readiness in the application. A proposed contract is attached for City Council consideration.

COST ANALYSIS:

The cost of preparing the grant application is \$4,500, which is included in the FY 2017-18 Budget. If the grant is approved, the cost of labor compliance is 2% of the project award total and general administration services is 6% of the award total. This will result in a projected total cost of approximately \$330,000, which will be paid entirely from grant funds.

ENVIRONMENTAL REVIEW:

The Contract Services Agreement is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

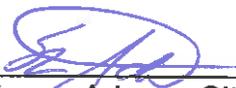
The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the Agreement;
3. Do not approve the Agreement; or
4. Provide other direction to staff.

Exhibits:

1. Contract Services Agreement with Adams Ashby Group
2. RFP
3. Adams Ashby Group Proposal

Prepared and Approved by:



Steven Adams, City Manager

**CITY OF KING
CONTRACT SERVICES AGREEMENT FOR**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2017, by and between the CITY OF KING, a California municipal corporation ("City") and Adams Ashby Group, Inc. (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1. Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2. Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3. Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4. Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses

incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Lorie Adams is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4. Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

(e) Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this

Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further

warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

ADAMS ASHBY GROUP

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____
	DATE OF DOCUMENT

	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
 COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Work to be performed by the consultant shall initially include only the following activities under Item A and then will include Items B through E contingent upon the 2018 CDBG application being awarded to King City:

- A. CONSULTANT shall prepare the State of California CDBG application for the City, present the application to the City Council at a public hearing for consideration, and submit the application to the State pursuant to all State and Federal requirements.
- B. CONSULTANT shall ensure proper completion and submission of all financial and performance reports required by the program (i.e., monthly, quarterly, annual, close-out, etc.) if the grant is awarded.
- C. CONSULTANT shall be present at all appropriate public meetings if requested.
- D. CONSULTANT shall ensure that the proper administrative files are maintained.
- E. CONSULTANT shall establish and maintain administrative files. This includes maintaining the required Public Information Binder.
- F. CONSULTANT will, as requested, directly participate in any monitoring by the State or other agencies and provide the necessary documents and files for such monitoring visits. CONSULTANT will advocate on City's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the CONSULTANT.
- G. CONSULTANT shall prepare a close-out manual to guide the City after the project has been completed. Such guide will outline the City's ongoing program responsibilities. City has agreed that this manual can be structured to contain pertinent sections of information previously developed by the State-CDBG.
- H. CONSULTANT shall monitor program milestones and recommend amendments as necessary.
- I. CONSULTANT shall facilitate communications between all State-CDBG personnel and the City.
- J. CONSULTANT shall appraise the City of all applicable federal and State requirements related to the funds and facilitate the meeting of such requirements.
- K. CONSULTANT shall serve as the primary contact person for issues related to labor standards. The consultant shall attend the preconstruction conference to provide the contractor and subcontractor(s) with contractor labor compliance handouts and review the applicable labor standards requirements as required by Federal/State and State CDBG Program requirements.

- L. CONSULTANT shall obtain applicable State and federal wage rate decisions as determined by the Department of Industrial Relations (DIR) and the Davis Bacon Act. The consultant shall determine the appropriate wage rate determination for each class of employee prior to preparation of bid/proposal requests by the City. Consultant shall update wage rate determinations prior to award of contracts as required by law. Consultant is to provide these rates in a binder for the Prime Contractor to post at the jobsite.
- M. CONSULTANT shall verify contractor and subcontractor(s) eligibility through the State Contractor's Licensing Board and Federal debarred list. Consultant is to keep all information neat and orderly in each individual contractor/subcontractor files.
- N. CONSULTANT shall provide contractors and subcontractors with required certification statements and contract language requirements.
- O. CONSULTANT shall assist in processing contractor/consultant invoices and change orders.
- P. CONSULTANT shall assist in processing Request for Information as it relates to labor standards.
- Q. CONSULTANT shall conduct labor standards reviews sufficient to ensure compliance with applicable DIR and Davis Bacon regulations. Reviews shall include on site interviews with a minimum of 10% of employees of each trade.
- R. CONSULTANT shall verify DIR apprenticeship requirements and proper outreach required (DAS forms).
- S. CONSULTANT shall verify Contractor/Subcontractors Fringe Benefit Statements.
- T. CONSULTANT shall promptly review payroll for compliance with applicable labor standards. Consultant is to have a cover sheet on each certified payroll, showing period ending date, certified payroll #, date reviewed, and signature of consultant reviewing payroll. There should be an area for notes if there are any discrepancies.
- U. CONSULTANT shall ensure that required documents are submitted in a timely manner.

EXHIBIT "B"
SPECIAL REQUIREMENTS

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

CDBG Application Preparation and Submittal	\$4,500
Labor Compliance (if grant is awarded)	2% of project award total
General Administration Services (if grant is awarded)	6% of project award total

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. Consultant's billing rates for all personnel are as follows:

Principal	\$95 per hour
Support Staff/ Inspector	\$75 per hour

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

Prepare application.	November 7, 2017
Submit application.	HCD due date.
Advise State Representative of Labor Compliance Officer contact information.	Immediate upon award of contract.
Establish file and insert Start Construction Checklist. Begin set up of project and establish wage rate sheet. Prepare documents for bid package and review package before publication.	One project is ready to move forward.
Secure Wage Rate Determination – update prior to bid release as required.	Once project has been approved and design in at 95% completion.
Obtain documentation of Advertise for Bids.	
Calendar date of pre-bid conference, prepare handouts related to MBE/WBE and Section 3 and attend.	At bid issuance.
Discuss wage classifications and if additional classification requests will be required	At pre-bid conference.
Obtain 10-day update prior to bid opening – receive and review if update has occurred.	Based on bid opening date
Open and Award Bids (after 15 day waiting period)	
Notify representative of Bid Award	Approval of Board
Run EPLS and California license verification on all subs and general.	At award – prior to contract execution.
Review insurance coverage.	At award – prior to contract execution.
Obtain contract copy for file/including sub contracts – collect all required Section 3 data for reporting.	Advise at Pre-Bid and obtain once contract is executed.
Issue Notice of Award to required agency/agencies.	Approval of Board
Calendar Pre-Construction Conference and advise required state representatives.	After Approval of Board
Prepare agenda and Labor Compliance Book for General and all Subs – Schedule training.	7 days prior to Pre-Construction Meeting.

Attend Pre-Construction Meeting.	As Scheduled.
Finalize forms/documents for final wage rates.	Prior to notice being issued.
Obtain Notice to Proceed – Begin Payroll #1	As scheduled.
Notify Representative of Start of Construction	As scheduled.
Review Contractor Work Schedule and discuss with project manager – Develop interview schedule.	At construction start date.
Conduct employee interviews	Varies on construction.
Collect and Review/Approve Weekly Payrolls.	Weekly
Compare Payroll Forms to Interviews/project reports	As needed.
Submit/Reject payrolls and review reports for corrections.	As needed.
Follow-up on payments to workers.	As needed.
Report violations.	As needed.
Report any violations to funding agency as required.	As needed.
Provide required reports to Representative (as required)	Semi-Annual reports
Complete Final Wage Compliance Report/Certifications	Project close-out
Finalize project reports, files, audit and package for filing	

EXHIBIT E
Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's 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, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports

shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

CITY OF KING
County of Monterey
State of California



REQUEST FOR PROPOSAL
for
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANT APPLICATION WRITING
ADMINISTRATION AND LABOR STANDARDS COMPLIANCE SERVICES

Proposals Due by: Friday, August 18, 2017 @ 5:00 p.m.

TABLE OF CONTENTS

Introduction	1
Request for Proposals.....	1
Scope of Work	2
Submittal of Proposals	4
Method and Criteria for Selection	4
Disputes Relating to Proposal Process	5
Contract Termination/Debarment	6
Insurance Requirements	6
Conflict of Interest.....	6
Assignment	6
Federal Terms and Conditions	7
Exhibit A: Consulting Services Agreement for Professional Services	13

**COMMUNITY DEVELOPMENT BLOCK GRANT
CONSULTANT FIRMS TO PROVIDE
Grant Application Writing and Contract/Grant Administrator**

Introduction

The City of King is requesting proposals from qualified consultant firms to provide grant application writing services for the State of California Community Development Block Grant Program, and if awarded, subsequent contract grant application and administration services. Qualified consultants must have extensive experience working with the federal CDBG Program.

The City of King is located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The population is 14,221. King City serves as a gateway and access point for nearby Pinnacles National Park, Monterey County wine region, a thriving agricultural area, and an area rich in history made famous by the writings of John Steinbeck.

The City of King intends to submit a grant application for the State of California CDBG program for infrastructure improvements, youth social services, and planning. The City has significant needs with a poverty and unemployment rate well above the State and County average. The City will be conducting its first public hearing on August 9th to identify and prioritize needs , which will be presented to the City Council on August 22nd.

Request for Proposals

The City of King is seeking a Grant Application Writer and subsequently a Contract Grant Administrator if the grant is awarded to provide services to the City for the State of California CDBG program. The response to the "Request for Proposals" must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

Consultant's proposal shall include all oversight, documentation, coordination, consultation, meetings, reviews, etc as necessary to comply with federal CDBG requirements for the application, design, planning and construction of projects that will be identified. This shall include, but is not limited to the following:

- A. A brief history and detailed summary of your firm's qualifications and specific experience;
- B. A statement of your firm's policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman owned business.
- C. Experience of firm and individual team members as it pertains to CDBG grant application, funded project contract and grant administration; and implementation, including CDBG funding procedures and Labor Standards Compliance Regulations (include resumes and references);

- D. List of similar work performed by the firm, including location and type of project. The City may contact past clients for references. Provide the name and telephone number of a reference for each project listed;
- E. A description of the proposed scope of work and methodology.
- F. A proposed schedule;
- G. For each activity (i.e. do not provide a lump sum for all activities), provide a description of proposed costs including:
 - 1. Provide the hourly rate for each project team member who would be assigned to this project and the estimated number of hours required for each task.
 - 2. Indicate other expenses that are requested to be reimbursed.
 - 3. Consultant shall identify any personnel and overhead costs associated with periods of project inactivity or delay.
- H. Organizational chart applicable to this project identifying the project manager, key personnel, and supporting staff. Specific responsibilities of each person should be detailed;
- I. Knowledge of the City of King (list any previous experience with the City);
- J. Acknowledgement that the standard contract for the City of King (see Exhibit A for the sample) is acceptable as presented or as amended (include the proposed amendments).

Scope of Work

The Scope of Work to be performed by the consultant shall include the following activities:

- A. CONSULTANT shall prepare the State of California CDBG application for the City, present the application to the City Council at a public hearing for consideration, and submit the application to the State pursuant to all State and Federal requirements.
- B. CONSULTANT shall ensure proper completion and submission of all financial and performance reports required by the program (i.e., monthly, quarterly, annual, close-out, etc.) if the grant is awarded.
- C. CONSULTANT shall be present at all appropriate public meetings if requested.
- D. CONSULTANT shall ensure that the proper administrative files are maintained.
- E. CONSULTANT shall establish and maintain administrative files. This includes maintaining the required Public Information Binder.
- F. CONSULTANT will, as requested, directly participate in any monitoring by the State or other agencies and provide the necessary documents and files for such monitoring visits. CONSULTANT will advocate on City's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the CONSULTANT.

- G. CONSULTANT shall prepare a close-out manual to guide the City after the project has been completed. Such guide will outline the City's ongoing program responsibilities. City has agreed that this manual can be structured to contain pertinent sections of information previously developed by the State-CDBG.
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- M. CONSULTANT shall verify contractor and subcontractor(s) eligibility through the State Contractor's Licensing Board and Federal debarred list. Consultant is to keep all information neat and orderly in each individual contractor/subcontractor files.
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- S. CONSULTANT shall verify Contractor/Subcontractors Fringe Benefit Statements.
- T. CONSULTANT shall promptly review payroll for compliance with applicable labor standards. Consultant is to have a cover sheet on each certified payroll, showing

period ending date, certified payroll #, date reviewed, and signature of consultant reviewing payroll. There should be an area for notes if there are any discrepancies.

- U. CONSULTANT shall ensure that required documents are submitted in a timely manner.

Submittal of Proposals

Three copies of the Proposals shall be submitted by **August 18, 2017 at 5:00 p.m.** either in person or by mail to the following address:

City of King
Steven Adams, City Manager
212 S. Vanderhurst Avenue
King City, CA 93930

Late or incomplete proposals will not be considered. The City shall have the sole discretion in determining the completeness of each proposal. This solicitation of proposals is not construed as a contract of any kind. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP. All proposals shall become the property of the City and will not be returned. All proposals received may become public records under the laws of the State of California and the public may be given access to them after the formal selection process has been completed.

It is understood and agreed that the Proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until recommendation is submitted to the City Council at which time all proposals will be public record.

Proposers warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract of this project.

The successful proposer will have the status of an independent contractor and will not be either an officer or an employee of the City.

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Method and Criteria for Selection

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

- A. The proposal is complete and is in compliance with the RFP.
- B. Prospective firm agrees to meet, **by inclusion of such statement in submittal letter,** all State and Federal requirements included in this RFP.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or

variation is considered by the City to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The City may elect to waive the deficiency and accept the proposal as submitted.

The City reserves the right to reject any and all proposals submitted, to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in the proposal and review as long as City procedures remain consistent with the State Department of Housing and Community Development procurement requirements. The City may award separate contracts for the Grant Application, General Administration and Implementation Services and Labor Standards Compliance Services portions of the RFP.

The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the City in its sole discretion, and may be awarded to other than the lowest proposer. Proposals will be evaluated based on the following criteria:

Evaluation Score Methodology:	Points Available
Background, experience and qualifications of the firm	20
Success rate and references	20
Methodology and thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	20
Cost	10
Overall degree to which the proposal meets the needs of the City	30
Total	100

The City may elect to interview the most qualified firms as evidenced by the submitted proposals to negotiate final costs/anticipated effort for each milestone. Selected consultants will be required to submit a final cost proposal for City review and determination of award.

The terms and scope of the contract will be determined based on negotiations between the City and the prospective consultant. If the City and the prospective consultant fail to reach a contractual agreement, the City may negotiate with any other top-selected consultant.

After selection of the consultant, all applicants will be notified of the City's decision.

Disputes Relating to Proposal Process

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager within ten calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed

in the written appeal. The City Manager shall consider any matter appealed during a scheduled hearing, within thirty days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City Manager
City of King
212 S. Vanderhurst Avenue
King City, CA 93930

Contract Termination/Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority. It is a mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this RFP.

Insurance Requirements

See Exhibit A, Consulting Services Agreement for Professional Services.

Conflict of Interest

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or RFP with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Assignment

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility.

Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's 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, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses are encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to

the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or

immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations

with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

Exhibit A: Consulting Services Agreement for Professional Services

**CITY OF KING
CONTRACT SERVICES AGREEMENT FOR**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2017, by and between the CITY OF KING, a California municipal corporation ("City") and _____ (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1. Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2. Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3. Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4. Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars (\$_____) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. _____ [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4. Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant

for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

e. Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same

or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of

the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents

that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
 COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p align="center">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED</p> <p><input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p align="center">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p align="center">NUMBER OF PAGES</p> <p>_____</p> <p align="center">DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
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EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
 - A.
 - B.
 - C.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A.
 - B.
 - C.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A.
 - B.
 - C.

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$ _____, as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT E
Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's 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, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports

shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

AUG
2017

CITY OF KING CITY
CDBG CONTRACT
ADMINISTRATION AND LABOR
COMPLIANCE



770 L Street – Suite 950
Sacramento, CA 95814
916.449.3944 t - 916.449.3934 f
www.adamsashbygroup.com

Adams Ashby Group

Adams Ashby Group has been designed to meet the needs of our clients. We bring together a strong team – in an environment that will allow us to take care of the department and community concerns. The Adams Ashby Group staff has more than 25 years of experience in community development services – specializing in CDBG Programs/Projects and would like to continue to put this experience to work for you!

Mission Statement

Our goal is to assist and train municipalities in identifying funding resources, maneuver through state and federal overlay requirements, and deliver these funds to accomplish various programs and projects.

Statement of Professional Qualifications

Centrally located within the State – Adams Ashby Group has been designed to service clients from the inception of a project or program, through planning to design, access funding, and provide project coordination, administration, and implementation. Lorie Ann Adams and Paul Ashby have assembled a team to include the industries brightest talents to ensure your program or project is a success and meets required regulations.

We have been working together for many years and bring over 25 years of community development experience and knowledge that is outlined in the following pages. The projects and program experiences outlined in this document were completed during our careers and we bring these experiences to the Adams Ashby Group.

We are a full service firm and our background will provide you with a broad knowledge base. Thank you for the opportunity to provide the City of King City a preview of our firm and how we can effectuate success in your programs. We look forward to the future and including you as a part of it!

Adams Ashby Group

770 L Street – Suite 950
Sacramento, CA 95814

832 Richland Road
Yuba City, CA 95993

916.449.3944 † - 916.449.3934 ‡

www.adamsashbygroup.com

Detailed History, Summary of Services & Experience

As the market changes and our government responds, each municipality is faced with maneuvering funding sources for project and program implementation. The Adams Ashby Group provides community development services throughout the State of California. Our firm is unique because we have a broad understanding of the variety of needs in the communities we service. We provide organizations with services that will assist in obtaining state and federal funds, conducting the necessary planning and housing studies, implementing and administration of housing programs and services, federal and state overlay requirements including labor compliance for public works projects, environmental studies, and many more services that benefit your community. We have spent many years of building relationships and accessing resources to guide our clients in short and long-term project/program planning and implementation. Below is a general outline of the service we offer and have demonstrated experience in providing service to the City:

<p>Grant /Program Management Services Program Income management Portfolio management Project management Funding management Long Term Monitoring - HOME</p> <p>Program and Project Implementation Services Housing rehabilitation programs Home buyer programs RDA 20 percent set-aside programs TBRA Programs NSP Programs and Projects</p> <p>Planning and Community Studies Program design and development Economic development studies Housing condition surveys Special needs assessments Income surveys Public and community facilities</p> <p>Compliance/Overlay Requirement Services Federal and state Labor</p> <p>Environmental services CEQA NEPA Combination CEQA/NEPA Phase I /Phase II</p>	<p>Grant /Funding Services CDBG HOME EHAP CalHOME State bond programs Small Community Grants Program USDA – Rural Development Caltrans Safe Routes to Schools (State and Federal) STIP and RTIP Department of Parks and Recreation Roberti Z' Berg Harris Program Land and water conservation fund Recreational trail program I Bank Department of Water Resources State Water Resources Control Board CalRecycle Department of Transportation Environmental Protection Agency Department of Homeland Security Department of Justice Environmental Protection Agency</p> <p>Project Development Recreational Trail Park Development Infrastructure Project Development Water, Sewer, Storm Drainage, etc. Lighting Public Safety Facilities Multi-Family Housing</p>
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Grant Programs

The Adams Ashby Group recognizes the importance of securing financial assistance for municipalities and can provide your community with the necessary resources and expertise to secure both private and public funding. As with any program or project, locating and securing funding is the key component to its success. Now more than ever, organizations must put priority projects and programs on the shelf due to the lack of available monies in budgets. Our team monitors funding agencies and resources daily to ensure every available grant and loan program is examined to provide our clients with as many opportunities as possible. Our goal is to leverage funding to the highest extent possible.

The above table outlines the state and federal agencies that we have grant writing experience in and continuously monitor to ensure critical dates and funding announcements are distributed to our clients. The Adams Ashby Group is your one stop resource for identifying and securing state and federal funds.

Grant / Program Management Services

Managing grant programs and funding is essential to the success of a grant awarded to a community, as performance can determine future awards and grant management must be a priority. Once a program has been completed, residual management of Program Income, Portfolio's and Long-Term Monitoring are required and must continue. The Adams Ashby Group is trained and maintains certifications by HUD and other agencies to effectively provide these services to your agency and ensure compliance.

Program and Project Implementation Services

There are a variety of programs and projects that can be implemented with grants funds depending on your community needs whether a housing program or public works project. Our goal is assist in the development, visioning and implementation of your programs and projects. Adams Ashby Group is prepared to implement your programs and projects and assist you in accessing the required funding to meet the needs of your community.

Planning and Community Studies

Planning is always the first step in any project or program and understanding the variety of factors are critical to accessing funding. The Adams Ashby Group will provide focus and assist your community in accessing funding to complete the appropriate studies that are a priority for your community. Our firm can assist you in the development and preparation of the following types of planning and community studies: housing and other service oriented programs, update to housing element, special needs assessments, income surveys, and necessary design/engineering for your various public works and community projects. At the Adams Ashby Group, we have been successful throughout our careers in accessing planning dollars, with more than \$800,000 secured for communities, which has resulted in the construction and completion of many projects.

Compliance/Overlay Requirement Services

Each granting agency has specific compliance and overlay requirements; for example, environmental, equal opportunity, Buy American, State prevailing wage, Davis - Bacon labor standards and relocation requirements. Managing and having complete records of compliance is critical to ensure your project or program will not fail to meet these requirements. In some instances, failure to meet the requirements could result in a loss of funding or repayment of funds to the granting agency. The Adams Ashby Group manages these requirements for our clients to ensure compliance.

Environmental Services

Throughout their professional years, Ms. Adams and Mr. Ashby have completed the necessary environmental clearances for a variety of housing projects, programs, and public works projects. Depending on your project needs, the following demonstrates the level of environmental services that the Adams Ashby Group can provide: CEQA Initial Study, NEPA Statutory Worksheet, Environmental Assessment, 8-Step Flood Impact Analysis, Environmental Findings Form, and HUD required environmental documents, and all public processes triggered by each. For high level CEQA and NEPA services Adams Ashby Group has developed relationships with firms to provide services based on the project needs.

Project Development

Throughout our careers we have been instrumental in guiding municipal agencies in the development and implementation of various projects and programs. We understand the steps necessary to produce an idea from an initial thought to the actions needed to develop, fund, and construct. The Adams Ashby Group can assist you in developing ideas and visions into completed projects.

Grant Experience

Funding Agency/Program	Funding Managed
CalTrans Transportation Enhancement Program	\$294,000
CalTrans Safe Routes to School - State and Federal	\$1,715,000
CalTrans Bridge Replacement Program	\$428,000
CDBG - Project and Program Funds	\$37,612,214
CDBG - Planning Technical Assistance	\$1,000,000
CDBG - Planning Technical Assistance - ED	\$135,000
CalHOME - First Time Homebuyer Program	\$900,000
HOME - OOR, FTHB, and TBRA Programs	\$18,676,000
HOME - First Time Homebuyer Project	\$500,000
EHAP - Capital Development Project	\$1,000,000
California Integrated Waste Management Board - Tire Derived Grant Program	\$292,000
DWR - Prop 13 Water Project	\$2,300,000
DWR - Proposition 50 Funds	\$7,000,000
Department of Park and Recreation - Park/Trail Funding	\$973,000
USDA - Water and Sewer Infrastructure Program	\$7,700,000
Stewardship Council - Park Funds	\$300,000
First 5 - Fresno County - Park Funds	\$1,500,000
Board of Reclamation - Water Project	\$80,000
Joe Serna, Jr. Farmworker Housing Grant Program	\$2,000,000

Recent CDBG Experience

2016 CDBG Awards for AAG Clients (4 applications submitted):

City of Crescent City	\$707,500	City of Orange Cove	\$225,000
City of Susanville	\$450,000	City of Livingston	\$1,700,000

2015 CDBG Awards for AAG Clients (4 application submitted):

City of Marysville	\$1,800,000	City of Firebaugh	\$2,000,000
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2014 CDBG Awards for AAG Clients: (4 application submitted):

City of Crescent City	\$1,943,863	City of Capitola	\$500,000
City of San Joaquin	\$1,700,001		

2013 CDBG Awards for AAG Clients (7 application submitted):

City of Anderson	\$1,878,967	City of Grover Beach	\$1,800,000
City of Lincoln	\$100,000	City of Livingston	\$1,600,000
City of Red Bluff	\$1,350,000	County of Tehama	\$1,500,000
County of Yolo	\$851,900		

2012 CDBG Awards for AAG Clients (all applications awarded):

City of Firebaugh	\$794,703	City of Orange Cove	\$1,056,664
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GRAND TOTAL **\$21,958,598**

CDBG Administration and Implementation over the past 5 years:

City of Anderson:

09-STBG-6409

09-STAR-6382

10-STBG-6698

City of Crescent City:

10-STBG-6708

10-EDEF-7253

12-CDBG-8380

14-CDBG-9880

City of Red Bluff:

13-CDBG-8936

City of San Joaquin:

14-CDBG-9886

City of Firebaugh:

15-CDBG-10568

10-STBG-6714

12-CDBG-8387

City of Capitola:

14-CDBG-9877

City of Orange Cove:

12-CDBG-8403

16-CDBG-11143

City of Grover Beach:

13-CDBG-8961

City of Livingston:

13-CDBG-8960

Experience of Firm and Team

Adams Ashby Group – is a group established in June 2009 and brings over 25 years of career experience to build a strong clientele whom continue to renew contracts. Lorie Adams has worked with funding under the CDBG program since 1991 as a city employee and continued her implementation and management of programs and projects serving as manager and director for two consultant firms before launching Adams Ashby Group with Paul Ashby. Ms. Adams has worked closely with the department over the years as a past and present member of the CDBG Advisory Committee and Design Review Team as well as providing training during CDBG Conferences to colleagues during conference sessions.

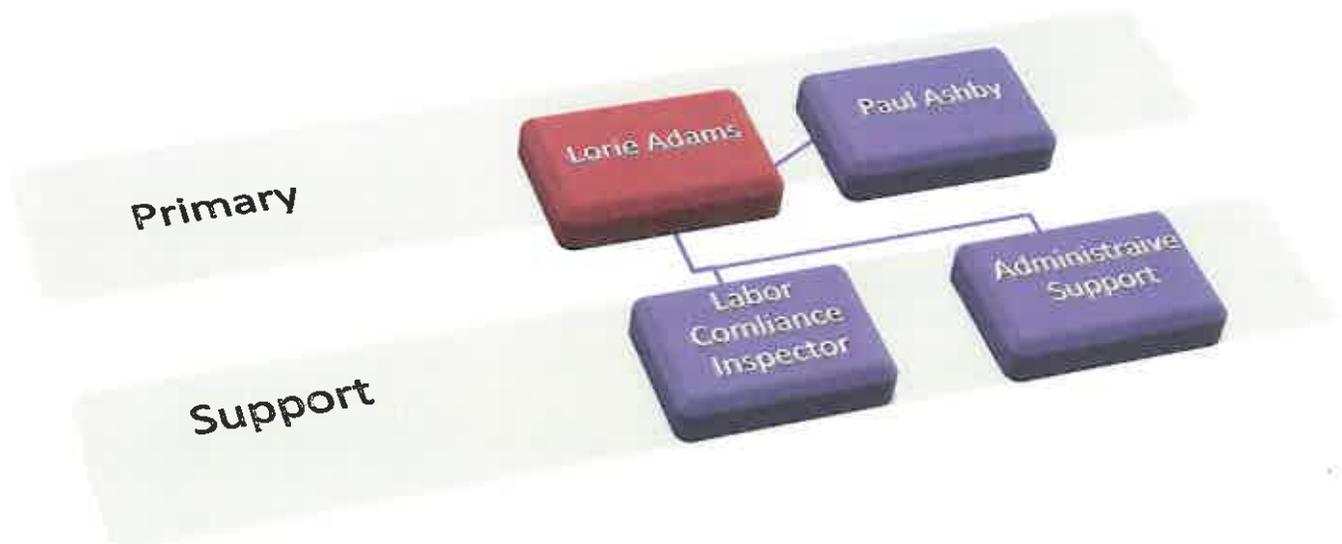
Mr. Ashby has worked with CDBG and other grant programs since 2006 and has built a foundation of service unsurpassed in the industry. Mr. Ashby brings a bachelor's degree in community and regional development with an emphasis in policy and planning that has provided the groundwork for his services and expertise. From constructing Head Start Centers, upgrading Water and Sewer Treatment Facilities, management of Public Services, to training staff – Lorie and Paul have the experience to support the needs of your team.

Our team understands the management of the Federal and State Regulations required for your project and programs to be successful and to eliminate the concern of "paying money back" to the State due to a minor oversight or error. We work to ensure the steps are taken in the proper order, communication of the process is clear and the tools are established to capture the necessary information and file management system is in place, to ease your monitoring requirements. Having been a part of recent audits through the CDBG program – the auditor told us – "this was the best audit I have ever had" – the reason this statement was made is due to the work by our team.

The 2017 NOFA is not the standard CDBG process and the requirements are extensive and development of several items will be necessary to ensure the City is prepared. We work closely with HCD staff to ensure your application is as competitive as possible and document the needs of your application to ensure the most points possible. After award and during implementation, at no time have we experienced an unresolved finding under the CDBG Program and have met the requirements for project through close-out for each contract. The interpretations and oversight of the procurement processes have changed recently and we are able to provide the expertise in ensuring these criteria are met both in your construction project and small purchases required by the projects outlined in your contract. Many changes have occurred under CDBG over the past two years and more are upon us as the State shifts staff and management and having a group that has a background with the program and is entrenched in the knowledge of CDBG would be a great benefit to your City.

Organizational Chart

Lorie Adams will be the primary contact for the City for providing grant management services. Ms. Adams and Mr. Ashby have over 25 years of combined experience working for and with local government agencies in the administration and implementation of grant funds. Both provide an expertise of all intricacies related to grant programs, and have managed and implemented these programs from application through close out with CDBG, HOME, USDA, and others. Ms. Adams and Mr. Ashby have been highly successful throughout their career in securing funding for communities across California and offer grant writing experience for over 15 state and federal agencies. Additionally, Mr. Ashby brings vast experience in the environmental processes and procedures; ensuring that all federal and state regulations are followed and met for your projects. In addition to the primary team, Chris Lockhart will provide support services related to Labor Compliance as needed.



Resume

Lorie Ann Adams

Principal

Education AA, Business Administration, Yuba College/Axia College
BS, Business - Public Administration, University of Phoenix
HUD HOME Expert Certification (2006)
School of Real Estate Graduate (2001)

Certifications CDBG/HOME Annual Workshop/Training Programs (1992-Present)
HUD Environmental Training Program (2001 - 2009)
HUD Relocation Training (2002- 2009)
Environmental Training Courses, University of Davis (2005,2006)
AJI Network, Santa Clara CA (2005-2006)
Labor Compliance Workshops HUD/DIR (2004-2009)
Landmark Education (2006,2007,2009)
League of California Cities Annual Conference (2006-2009)
CalTrans Local Assistance Training (2006-2009)

Professional Affiliations National Grants Management Association Member (2005-2009)
CDBG Advisory Task Force (1992-1995)
Live Oak Chamber of Commerce Board Member (1992-1995)
Yuba Sutter Chamber of Commerce Business Representative (2006-2008)
HOME Advisory Task Force (Current)

Project Experience **Maldonado Regional Park, City of Firebaugh**
7 acre regional park project totaling \$5.2 million dollars in funding from federal and state sources. Provided the city with funding from 8 sources to complete the project. All aspects of implementation were managed by to ensure compliance for each funding source including reporting, funding draws, environmental compliance, labor compliance, procurement and other Federal and State regulations. The facility now provides a skate park, splash park, three ball fields, regional soccer facilities, park and ride lot, basketball courts, community garden, and a quality of life to the residents.

Department of Water Resources, City of Firebaugh

Assisted the community in updating an application previously submitted to obtain funds for the replacement of water infrastructure lines within the downtown. The project total was \$2.2 million in funding and has resulted in additional funds being awarded to the agency to expand the project. Provided the city with management of the project overlay requirements, procurement process, administration, labor compliance and environmental compliance for the project.

USDA Rural Utilities Services Program, City of Biggs

Completed pre-application and application for a project totaling \$5.2 million in funding for the replacement and rehabilitation of the entire communities water infrastructure. The project installed 42,000 lf of water line, updated water meter network including billing program, developed a new well, and increased fire flows from 20 to 60. Managed federal overlay requirements for the project including procurement, fund requests, reporting, environmental clearance, labor compliance, and contract amendments. Application received the only grant award in the tri-county area. The project additionally was combined with other state and federal funds to complete all street

paving, pedestrian pathways, bike lanes and storm drainage improvements.

Dee Ree-Richards Road Water/Sewer Infrastructure Project, City of Live Oak

Funded through the CDBG program, obtained funds and managed the project with the City Engineer. The project provided city water and sewer connection to an area recently annexed. The project provided a looped system as well as requiring the abandonment of septic and well systems. Provided administration of the funding program, requirements under Davis Bacon and other federal overlays as required, obtained and managed all right-of-way easements, and conducted income analysis for participants receiving grant funding for lateral connections.

Head Start Center, City of Live Oak

Approached by Head Start Director, Joann Aiello for needed space in the City for the program after losing their lease; I provided the vision, secured funding, and supervised the development team and project construction, which used \$500,000 from CDBG and \$100,000 of local leverage to build a new facility. This was the second project in the State of California awarded funds under the CDBG program for Head Start Centers.

Community Development Block Grant Program

Have completed 45 applications under the General Allocation Programs and 35 applications under the Planning Technical Assistance Program, each receiving award, totaling \$33 million in funding. Applications include Housing Rehabilitation, First-Time Homebuyer with or without Rehabilitation, Community Facilities, New Housing Construction, Public Works and various planning grants as outlined above. Also completed program administration and implementation of all environmental and other overlay requirements.

HOME Investment Partnership Program

Completed 22 applications under the HOME Program, each receiving award, totaling \$7.9 million in funding. Applications included Owner-Occupied Rehabilitation, First-Time Homebuyer, Tenant-Based Rental Assistance, and Renter-Occupied Rehabilitation. Completed program administration and implementation of all program requirements including environmental and other overlay requirements as outlined in the Federal Regulations.

Paul Ashby

Principal

Education BS, Community and Regional Development with an emphasis in Policy and Planning, University of California Davis (2006)

Certifications CALED – Keys to Successful Economic Development Certification (2009)
 Redeveloping California's Brownfields Workshop (2007,2008)
 CDBG/HOME Annual Workshop/Training Programs (2006-Present)
 HUD Environmental Training Program (2006 - 2008)
 CalTrans Local Assistance Training (2006-2009)
 Safe Routes 2 School National Conference (2007)

Experience **Community Development Manager**
California Engineering Company

April 2006 – May 2009

As community development manager, oversaw a staff of five and ensured project/program efficiency and completeness. Performed as the primary grant writer at the firm and successfully retained more than \$15 million for various clients throughout the state. Provided expertise to clients for grant funding from various state and federal agencies, including but not limited to: HCD, HUD, USDA, DWR, Caltrans, Parks and Recreation Department, and more. Additionally, oversaw the majority of proposals in response to Request for Proposals and Request for Qualifications for community development services.

Project Experience

Community Center, City of Los Banos

Worked with city officials and architect consultants in the proposal and selection of a site for a new community center. Also performed an environmental assessment on proposed sites, complying with NEPA and CEQA regulations. His site analysis was used for making the decision on the most appropriate site for the new community center to be constructed.

Sky View Water District, County of Tehama

Managed a multi-phased water infrastructure project for the Sky View Water District. Grant funding has been retained through the Community Development Block Grant Program and Proposition 50 totaling over \$3 million dollars in awards. The project will include the identification of a new water source and the construction of the necessary infrastructure to provide the community with clean and safe drinking water.

Community Development Block Grant Program

Completed 24 applications for the General Allocation Programs and 22 applications for the Planning Technical Assistance Program, totaling \$6 million. Applications include Housing Rehabilitation, First-Time Homebuyer with or without Rehabilitation, Community Facilities, New Housing Construction, Public Works and various planning grants as outlined above. Also completed program administration and implementation of all environmental and other overlay requirements.

HOME Investment Partnership Program

Completed 15 applications under the HOME Program, each receiving award, totaling \$6.5 million in funding. Applications included Owner-Occupied Rehabilitation, First-Time Homebuyer, Tenant-Based Rental Assistance, and Renter-Occupied Rehabilitation. Completed program administration and implementation of all program requirements including environmental and other overlay requirements as outlined in the Federal Regulations.

Safe Routes to School Program

Completed 10 applications under both the State and Federal Program, providing millions of dollars for construction for a variety of municipalities in California. Additionally, provided project management for those awarded projects, including all environmental requirements, allocation requests, authorization packages, and general oversight to ensure project timelines were met.

Reference and Project Listing

Below we have included a list of references and a brief overview of projects completed by Adams Ashby Group. We welcome contacting any of these clients, as we believe our work ethic and integrity speaks for itself.

City of Firebaugh

Ben Gallagos, City Manger
Rita Lozano, City Clerk
1133 P Street
Firebaugh, CA 93622
Phone: (559) 659-2043

We have worked with the City for over a period of 7 years assisting with the implementation of the various housing programs and a variety of infrastructure projects in the City. Administration and implementation of more than \$5 million in infrastructure projects including labor compliance. We have prepared numerous applications for funding under DWR, Stewardship Council, RZH and Park Funds, HOME, CDBG, and Caltrans. We provide data and support information to ensure the housing element recommendations are implemented as well as development of strategies based on the current needs of the community.

CDBG Experience:

09-STAR-6389: Public Infrastructure Project
10-STBG-6714: Public Infrastructure Project
11-PTEC-7623: Planning Technical Assistance
12-CDBG-8389: Public Infrastructure Project
15-CDBG-10568: Public Infrastructure Project

City of Orange Cove

June Bracamontes, City Clerk
633 Sixth Street
Orange Cove, CA 93646
Phone: (559) 626-4488

The Adams Ashby Group has worked with the City of Orange Cove for approximately 6 years. Staff has provided services to the City for CDBG, HOME, CalHOME and USDA. The City was awarded CDBG funds for improvements at their water treatment plant as well as two planning studies. Adams Ashby Group has administered this grant and provided labor compliance services throughout the project. Total grant award exceeds \$1 Million. In addition, we assisted the City conduct a forensic audit of Program Income to ensure reports and accounting systems were accurate and in compliance with federal guidelines.

CDBG Experience:

12-CDBG-8403: Water Treatment Plant Improvement

City of Crescent City

Bridgette Lacy, CDBG Manager
Linda Leaver, Finance Director
Eric Wier, Public Works Director
377 J St. Crescent City, CA 95531
Phone: (707) 464-7483

Adams Ashby Groups newest client and one of the more complex communities. The City of Crescent city has an active CDBG portfolio, remote location, and projects that range from ED, community services and infrastructure all happening at once. We have worked to become an integral part of this dynamic team in a short time and have provided value in access to new funding sources and a fresh outlook on projects. Our main goal is to train staff and to manage compliance for the contracts.

CDBG Experience:

Program Income: PI Waiver Projects for Public Service
10-STBG-6708: Public Services
10-EDEF-7253: Business Assistance Programs
11-PTEC-7618: Planning Technical Assistance
12-CDBG-8380: Public Infrastructure
14-CDBG-9880: Public Infrastructure

City of San Joaquin

Dianna Brooks, Assistant City Manager
Lupe Estrada, Grants Coordinator
21900 Colorado Avenue
San Joaquin, CA
Phone: (559)-693-4311

Adams Ashby Group has worked with the City for the past three years on a variety of projects/programs. This has included administration of their housing programs funded through program income. We have assisted their staff in reviewing applicant files, verification of income, reports, and guidelines. Recently, we assisted the City in completing and being awarded a new CDBG grant in 2014. The grant includes funds for a new drinking water well and an owner-occupied rehabilitation program. AAG will be handling all the primary administration duties required by the CDBG grant

CDBG Experience

Program Income: PI Waiver Project for Public Facility
14-CDBG-9886: Water Storage Tank and Housing

City of Grover Beach

Bruce Buckingham
Janet Reese
154 South 8th Street
Grover Beach, CA 93433
Phone: (805)473-4520

Adams Ashby Group has worked with the City of Grover Beach since 2013. Our first task was conducting an income survey for the City to determine eligibility within the "non-entitlement" State CDBG Program, as they participated in the County Consortium for many years. After successfully obtaining CDBG funds in 2013, AAG assisted the City in administering and implementing the following contract activities: Waterline rehabilitation project, public services activities and two planning studies. As part of this contract, AAG conducted all the labor compliance for the waterline project as well as oversight and monitoring up sub-recipients who implemented the various public services.

CDBG Experience

13-CDBG-8961

County of Trinity

Jim Cook, CDBG Representative
Trinity County Administration
PO Box 1613
Weaverville, CA 96093
Phone: (530) 623-1382

The County of Trinity is implementing disaster funding implemented by CDBG program. Adams Ashby Group is currently implementing CDBG Labor Compliance monitoring for a variety of projects funded under this grant including park rehabilitation, hospital re-roof/HVAC, bushing project and installation of water tanks. The projects are nearing completion and have been successful.

Proposed Work Plan & Scope of Work

As outlined in the Request for Proposal, the City of King City is seeking general administration and Labor Compliance activities as they relate to its proposed CDBG application. Our firm possesses the necessary knowledge and expertise to properly oversee all current and future CDBG programs/projects. Below is a brief scope of work for administrating such projects.

Grant Administration

As you are aware - grantees are responsible for complying with many conditions under the grant contract. Following these requirements strictly, will ensure your projects perform efficiently and within state/federal regulations. Projects and programs that are found to be out of compliance run the risk of not being eligible to reapply for grant funds in future years or even having to return funds to the State that may have already been spent.

Our first step in the process will be to meet with staff, determine the roll of our team with yours, review the work completed to date, and set the schedule for the next steps to execute the project and program. CDBG has undergone numerous changes in the past few months and navigating this field has been cumbersome. We have been able to establish a strong working relationship with the new representative team and management. We can navigate you through the process of new forms, requirements, and staff without sacrifice to your project and program.

Once the tasks of each team member are established we will begin the process of procurement of the professional staff required to move your project through construction and support to your program as required. Procurement changes have heavily impacted the CDBG processes and we are prepared to provide the required drafts and documents. Our goal is to prepare your project for bid during the most optimal time frame and to communicate the requirements to the professional team to meet the grant regulations.

Below is a brief summary of the major tasks we would propose to assist your team in administering your CDBG grant contract.

Conduct all required public meetings and hearings

Most granting agencies require public hearings and meetings are held throughout the term of a grant agreement. These meetings are imperative to providing outreach to the community in the process of implementing state and federal funds. Our staff will ensure all notices are provided for publishing prior to deadlines and we will be available to attend and lead hearings based on the needs of the City. Additionally, our team provides draft Council memorandum and draft resolutions (when required) to assist in training your team on the information needed and required to maintain citizen participation requirements. Many changes have been occurring at the State level regarding public outreach and affirmative marketing of programs. Adams Ashby Group will assist you team in the development of the LEP (LIMITED ENGLISH PROFICIENCY) Requirements and implementation thereof to meet the HUD requirements.

Contract general / special conditions

Once the City has received an executed contract, our staff will ensure that all special conditions are met to ensure compliance and funds are available in a timely manner. CDBG requires its own specific conditions to be met dependent on the program or project. Our team has experience in a variety of requirements, which may include but not be limited to: environmental compliance, project timelines, updated cost estimates, relocation plans, program guidelines, and more. Additionally, we will stay in close contact with your state representative to ensure strong communication is maintained throughout project/program setup.

Environmental Compliance

As a part of the general conditions clearance described above, NEPA will be a part of the package submitted to CDBG to ensure project compliance. Based on a brief review of the project, an Environmental Assessment (perhaps a statutory worksheet) will be required. Our staff is well versed in completing such documents, documenting correspondence with outside resources (i.e. SHPO), required public notice and submittal of authority to use grant funds.

Program Guidelines

Our team will work with the City to establish the process, forms, and procedures, and provide on-site training with staff to ensure compliance with CDBG, Federal and State regulations under the contract. Additionally, the City will be required to establish guidelines for each program activity. Adams Ashby Group will provide assistance to ensure the selected ratios; limits and other areas allowed meet the needs of the city and program. Additionally, our team will attend the monitoring and support staff in maintaining the required records through clearance.

Procurement

The contract provided will require various types of procurement. Adams Ashby Group possesses the necessary resources to fulfill this task for the City. We are aware of the stringent procurement processes that are involved with any state and federal funds, and realize the importance of obtaining competitive bids for various projects. We have experience in a variety of procurement fields and will assist with the request for proposal, solicitations, advertisements, and any other procurement issue the City may require assistance. Our team will review all documents to ensure compliance and inclusion of all information necessary to comply with the Federal and local procurement processes. Additionally, we will ensure compliance with Section 3 and MBE/WBE as these are becoming critical items during monitoring. Section 3 is a complex process that must be documented throughout the project. Our team will work directly with contractors to ensure compliance is attained and properly documented to avoid findings during monitoring.

Many changes have occurred this past year in procurement, attention to detail is necessary and the development of new process and procedures will be required – we will walk you through the necessary items, provide the resources, and train staff to meet the new requirements.

Program Reporting

A variety of reports are required for compliance with CDBG. The reporting timelines are established on a quarterly, semi-annual, and annual basis. Our firm will send out a reminder, 15 days prior to the end of the reporting period to ensure late reports do not result. Review of the reports, completing of the reports, or a shared approach will be reviewed as part of our relationship- this will ensure the training process will occur if staff is not yet ready to complete this part of the grant program process. Understanding reports is critical in ensuring a complete management process as much of the data required is collected ongoing throughout the program cycle. These reports will include, but may not be limited to: set-up and completion reports, drawdown requests, program income reports, annual reports, semi-annual labor compliance reports, and closeout reports.

Maintain all Fiscal Records

The City has the end responsibility of ensuring records and fiscal records are maintained and accurate. Adams Ashby Group will provide staff with a records system that will allow staff to manage these records. Additionally, we will keep a complete secondary set of records to ensure information is available upon request by the funding agency. Fiscal records will be requested and audited on a quarterly basis to ensure all financial data is accurate and recorded. We will additionally provide training and capacity building as needed.

Prepare Public Information File

Each funding source requires a document/recordkeeping system with specific files and forms to be available upon monitoring. It is critical these files are set up and managed from the beginning process – application through final close out. Maintenance of this system will ensure a smooth monitoring with the State or Federal agency. Additionally, the Federal Regulations require grant programs to be a public process. This includes the establishment and maintenance of a public information binder that is available to the public during regular office hours. Our team will work with staff to establish this binder for each program as required by the funding agency. As each program moves forward it is our goal to assist with the process and perform inspections of all required files to ensure consistency and accuracy.

Communication

With any grant program or project, it is critical to have strong coordination and clear communication between City staff and state/federal agencies. As your consultant, we will ensure that all parties involved will be clear of project logistics, tasks, responsibilities, and timelines. This high degree of coordination will allow City staff to stay abreast of all programs/projects, without devoting all their time to such tasks.

Additionally, our team has developed strong relationships with many state and federal agencies throughout our professional careers. Having this background, will provide the City with an expertise of the intricacies of each program allowing for smoother projects and a bridge for communication should unforeseeable issues arise.

Oversee Equal Opportunity compliance

Each program requires compliance with equal opportunity laws to ensure discrimination has not occurred during the operation of a program. Adams Ashby Group will review all documents, advertising, and collect required data to adequately document compliance with the requirements.

Preparation of program records after closeout

Upon grant expiration, we will also meet with your staff to review the grant closeout process and what the ongoing responsibilities of the City will be even though the grant is being close out. Such programs as CDBG require efficient record keeping for many years after the grant, as well as other requirements that will ensure your projects are maintained and serviced properly. Our firm will work with your staff and your current CDBG manual to make certain that each role is identified and CDBG expectations are being satisfied.

Labor Compliance Scope of Work

The Adams Ashby Group is well versed in both Federal and State Requirements for your proposed CDBG project to ensure that your labor compliance duties are met.

Below we have provided a general scope of work for the project:

- **General Project Tasks**
 - Review/Obtain DIR and DOL wage rates and classifications for job
 - Conduct craft matching process and provide highest wage rate for payment to contractor/City for CDBG review
 - Verifying Contractor and Sub Contractor Eligibility
 - Conduct Pre-construction conference meeting and provide labor compliance job handbooks;
 - Communicate and coordinate with General Contractor to obtain all certificates and authorization documents for general and subs;
 - Obtain Apprenticeship Program Certifications and Registration for General Contractor and all subs; This includes DIR and DOL Certifications and wage rates
 - Complete all required reports to CDBG;
 - Maintain project file in compliance with funding sources;

- **Payroll Reviews and Statement of Compliance**
 - Obtain and review weekly certified payrolls.
 - Obtain and maintain all required reporting documents for the funding sources
 - Ensure compliance prior to payment
 - Review construction logs and compare to payrolls submitted for compliance
 - Review on-site interview data and compare to payrolls submitted
 - Verify Bona Fide Fringe Benefit plans and CAC payments

- **Reporting Documents**
 - Section 3 Reports
 - Prepare Semi Annual Labor Standards Enforcement Reports
 - Final Wage Compliance Report

- **On-site Employee Interviews**
 - Conduct on site employee interviews as needed - estimate 2-3 site visits
 - Mail interviews will also be used to collect trade/wage data from employees

The chart provided on the next two pages is an example of how the project costs are developed. This will occur once your project has been identified and approved. The table is used to provide an approximate time allocation for a project.

Task*	Schedule	Time Allocation
Step 1: Applicability		
1.1 Advise State Representative of Labor Compliance Officer contact information	Immediate - upon award of contract.	
1.2 Establish file and insert Start Construction Checklist. Begin set up of project and establish wage rate sheet. Prepare documents for bid package and review package before publication.	Once project is ready to move forward	
1.3 Secure Wage Rate Determination – update prior to bid release as required	Once project has been approved and design in at 95% completion.	16
Step 2: Bid Process		
2.1 Obtain documentation of Advertise for Bids		
2.2 Calendar date of pre-bid conference, prepare handouts related to MBE/WBE and Section 3 and attend	At bid issuance	
2.3 Discuss wage classifications and if additional classification requests will be required	At pre-bid conference	
2.4 Obtain 10-day update prior to bid opening - receive and review if update has occurred.	Based on bid opening date	
2.5 Open & Award Bids (after 15 day waiting period)		
2.6 Notify representative of Bid Award	Approval of Board	24
Step 3: Verification of Contractors and Subcontractors		
3.1 Run EPLS and California license verification on all sub and general	At award - prior to contract execution	
3.2 Review insurance coverage	At award - prior to contract execution	8
Step 4: Notice of Award/Pre-Construction		
4.1 Obtain contract copy for file/including sub contracts – collect all required Section 3 data for reporting	Advise at Pre-Bid and obtain once contract is executed	
4.2 Issue Notice of Award to required agency/agencies	Approval of Board	
4.3 Calendar Pre-Construction Conference and advise required state representatives	After Approval of Board	
4.4 Prepare agenda and Labor Compliance Book for General and all Subs – Schedule Training	7 Days prior to Pre-Construction Meeting	
4.5 Attend Pre-Construction Meeting	As Scheduled	
4.6 Finalize forms/documents for final wage rates	Prior to notice being issued	40

Step 5: Construction		
5.1	Obtain Notice to Proceed - Begin Payroll #1	As scheduled
5.2	Notify Representative of Start of Construction	As scheduled
Step 6: Begin Labor Compliance Monitoring		
6.1	Review Contractor Work Schedule and discuss with project manager - Develop interview schedule	At construction start date
6.2	Conduct employee interviews	Varies on construction
6.3	Collect and Review/Approve Weekly Payrolls	Weekly
6.6	Compare Payroll Forms to Interviews/project reports	As needed
6.7	Submit/Reject payrolls and review reports for corrections	As needed
6.8	Follow-up on payments to workers	As needed
6.9	Report violations	As needed
6.10	Report any violations to funding agency as required	As needed
Step 7: Monthly Labor Compliance Certification		
7.1	Provide required reports to Representative (as required)	Semi-Annual reports
7.2	Complete Final Wage Compliance Report/Certifications	Project close-out
Step 8: Close-out		
8.1	Finalize project reports, files, audit and package for filing	24

Cost Proposal

Based on the information provided in the Request for Proposals, the City is seeking cost proposals for general consulting as it relates to CDBG grant application, administration and labor compliance. The Adams Ashby Group proposes to bill at an hourly rate up to and not exceeding the grant amounts listed below. For awarded grant programs and projects we would propose to bill our services at an hourly rate not to exceed the percentages outlined in your newly awarded contract. Each program allots for maximum %'s (CDBG 7.5%) that may be used for administration, and we always stay within those limits. In addition, we always respect the needs of city staff and preserve a portion of the general administration allocation budget to be utilized by your staff to reimburse for times spent and outside expense needed for the projects, i.e. public notices, general conditions (which have been cleared), meetings, etc. We can assure you that we will effectively administer your CDBG projects on budget and without impacting your general fund dollars.

2017 Cost Schedule	Hourly Rate
Principal	\$95.00
Support Staff / Inspector	\$75.00

Task	Not to Exceed
CDBG Application (2017 NOFA)	\$4,500
Labor Compliance	Grant contract allows 12% AAG will provide services at 2% of project award total.
General Administration Services	Grant contract allows 7.5% - AAG will provide services at 6% of award total.

As depicted in the table above, we will be utilizing a percentage of the allowable General Administration funds to account for the bulk of our time and costs. We propose to bill monthly for time and materials as they are needed for each project. Our proposal attempts to take on the day to day tasks involved in the projects, thus allowing the already short staff to not become overburdened with such responsibilities. It is imperative that your staff be involved in the projects as these are your funds/contracts, which we always stress, but we hope that we can be an extension of your staff limiting the amount of attention you will need to devote to such projects.

Certifications

The Adams Ashby Group has received a **Small Business Designation** from the State of California.
 Certification #1059345 Effective from July 22, 2009 – Present

General Insurance / Professional Insurance / Workers Compensation

Adams Ashby Group Insurance Coverage is provided by USAA Insurance Agency – Hartford Casualty Insurance Company. The policy information is as follows:

General Liability: 65 SBA NW 6130	6/01/17 – 6/01/18	Each Occurrence	\$1,000,000
		Fire Damage	\$300,000
		Med Exp	\$10,000
		P & ADV	\$1,000,000
		General Agg.	\$2,000,000
		Products –Comp	\$2,000,000
Automobile Liability: 65 SBA NW6130	06/01/17 – 6/01/18	Combined Single	\$1,000,000
Errors & Omissions Insurance: 596466820	5/19/17 -5/19/18	Single Limit	\$1,000,000
State Farm Workers Compensation Policy: 90-CL-E629-8		Each Occurrence	\$1,000,000

Policy on Affirmative Action/Conflict of Interest Statement/Drug Free Workplace

Adams Ashby Group is an equal opportunity employer. Our policy is to recruit, hire, and promote based on qualifications and merit without regard to race, color, ethnicity, national origin, religion, gender, sexual orientation, disability, or marital status.

Adams Ashby Group is in compliance with Executive Order 11246.

We are Drug-Free Workplace and maintain the requirement in force that meets required state and federal overlay regulations.



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 10, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF ADDITIONAL APPROPRIATION FOR CITYWIDE POLICE SECURITY CAMERA PROJECT

RECOMMENDATION:

It is recommended the City Council: 1) approve an additional appropriation of \$12,000 from the General Fund for the Citywide Police Security Camera Project; and 2) increase the authorization of the City Manager to approve change orders up to \$27,000 for the SurveillanceGRID Integration, Inc. agreement.

BACKGROUND:

The City Council approved a contract with SurveillanceGRID Integration, Inc. at the February 28, 2017 meeting for design, equipment and installation of a police security camera system. Installation of an extensive citywide security camera system was established as a key goal in the Comprehensive Plan to End Youth Violence. The system installation has been delayed awaiting approvals from PG&E to install some of the cameras on light poles they own. Approval of an agreement with PG&E was finalized on August 30th so the project is now proceeding. At the September 12, 2017 meeting, the City Council approved an additional \$15,000 for the contract for changes to the communications system. The need for an additional \$12,000 expenditure has now also been identified.

DISCUSSION:

Cameras on Broadway Street are being mounted on the streetlight poles, which have power outlets to connect the cameras. It was not identified until installation was under way that the power access is connected to the same circuit as the light, which is programmed to automatically turn on in the dark and off in the

**CITY COUNCIL
CONSIDERATION OF ADDITIONAL APPROPRIATION FOR CITYWIDE
POLICE SECURITY CAMERA PROJECT
OCTOBER 10, 2017
PAGE 2 OF 2**

daytime. Therefore, in order for the cameras to utilize the power, it needs to be rewired in order to separate the power supply for the camera from the power for the light and the outlet.

COST ANALYSIS:

The estimated additional cost is \$12,000. Staff anticipates there will be sufficient revenue from this expense from additional parcels that are being recommended for sale adjacent to the wastewater treatment plant.

ENVIRONMENTAL REVIEW:

The appropriation is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

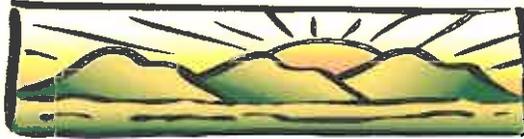
The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Do not approve the appropriation and request staff to reduce the number of cameras in order to keep the project within the original contract and budgeted amount; or
3. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager



KING CITY
C A L I F O R N I A

Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 10, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF APPROPRIATION FOR COSTS TO PARTICIPATE IN THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

RECOMMENDATION:

It is recommended the City Council approve an appropriation of \$30,000 in FY 2017-18 and \$30,000 in FY 2018-19 for participation in the Salinas Valley Basin Groundwater Sustainability Agency.

BACKGROUND:

Legislation adopted by the State Legislature and signed into law by the Governor in 2014 created the "Sustainability Groundwater Management Act" (SGMA). Effective January 2015, the purpose of the act is to provide a process for local groundwater agencies to adopt and implement a plan for the sustainable management of groundwater basins throughout the State of California. SGMA requires that groundwater agencies overlaying a basin form a Groundwater Sustainability Agency (GSA), and once formed, the GSA will develop and implement a Groundwater Sustainability Plan (GSP). Included in the law are certain timeframes local agencies are required to meet in order to avoid State intervention. SGMA requires that basins have a designated GSA by no later than June 30, 2017. Adoption of a GSP is required no later than January 31, 2020 for high or medium priority basins in critical overdraft and no later than January 2022 if designated a high or medium basin. At the March 14, 2017 meeting, the City Council approved a Joint Powers Agreement (JPA) to participate in the Salinas Valley Basin GSA.

DISCUSSION:

The contribution for participation was not required until FY 2017-18, so no funds were appropriated at that time. Unfortunately, funding was inadvertently left out of the budget. Therefore, an appropriation is necessary at this time.

**CITY COUNCIL
CONSIDERATION OF APPROPRIATION FOR COSTS TO PARTICIPATE IN
THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
OCTOBER 10, 2017
PAGE 2 OF 2**

COST ANALYSIS:

The City's share of the cost for participation is \$30,000 in FY 2017-18 and \$30,000 in FY 2018-19. Staff anticipates there will be sufficient revenue from this expense from additional parcels that are being recommended for sale adjacent to the wastewater treatment plant. If not, staff will reduce funding that was appropriated for streetscape improvements by this amount. As a result, there should not be a net impact to the projected General Fund ending fund balance.

ENVIRONMENTAL REVIEW:

The appropriation is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

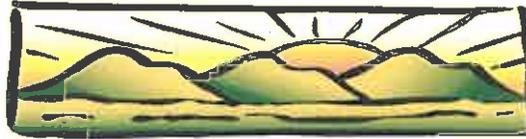
The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Do not approve the appropriation and direct staff to withdraw from the GSA and pursue other options, but this would place the City in violation of SGMA and other options reviewed were found to be a substantially higher cost; or
3. Provide staff other direction.

Approved by:



Steven Adams, City Manager



KING CITY
C A L I F O R N I A

Item No. 9(K)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 10, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF LETTER OF ENGAGEMENT FOR
AUDITING SERVICES WITH BRYANT L. JOLLEY, CPA, TO
PERFORM ANNUAL AUDIT SERVICES**

RECOMMENDATION:

It is recommended that the City Council: 1) approve and authorize the City Manager to execute a Letter of Engagement with Bryant L. Jolley, Certified Public Accountants (CPA), to perform annual auditing services for three years at a cost not to exceed \$103,500; and 2) authorize the City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.

BACKGROUND:

Bryant L Jolley, CPA has been the audit firm for the City of King for the past three years and has been instrumental in assisting the City through some difficult issues. At this time, the current contract with Bryant L. Jolley, CPA, has expired and needs to be renewed.

DISCUSSION:

This firm has working knowledge of operations within the City of King and provides efficiencies to preparing the City's audit in a timely manner. To ensure there are different auditors reviewing the City's financial statements, Bryant L Jolley, CPA rotates different staff members to perform the field work, thus maintaining a good quality financial audit. The firm also provides audit services for several Monterey County agencies, including Soledad, Gonzales, and Pacific Grove. They perform numerous agency audits in the San Joaquin Valley as well.

Staff recommends extending the contract for three additional years. Due to the auditors' knowledge and understanding of the City, staff believes they would be a good fit to provide continuity to our annual financial audit.

**CITY COUNCIL
CONSIDERATION OF RENEWAL OF CONTRACT FOR AUDITING SERVICES
WITH BRYANT L. JOLLEY, CPA, TO PERFORM ANNUAL AUDIT SERVICES
OCTOBER 10, 2017
PAGE 2 OF 2**

COST ANALYSIS:

The cost of the new contract will be \$34,000 for Fiscal Year ending June 30, 2017; 34,500 for Fiscal Year ending June 30, 2018; and \$35,000 for Fiscal Year ending June 30, 2019. The proposed audit fees have been appropriated in the current budget with expenditures coming from the General Fund, Gas Tax, Successor Agency, and the Enterprise Funds.

ENVIRONMENTAL REVIEW:

The appropriation is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve and authorize the City Manager to extend the agreement with Bryant L Jolley, CPA for Audit Services;
2. Do not approve the agreement and request proposals from other firms, but failure to do so would delay the June 30, 2017 Audited Financial Statements; or
3. Provide other direction to staff.

Exhibits:

1. Letter of Engagement for Auditing Services from Bryant L Jolley, CPA

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

BRYANT L. JOLLEY

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.
Rosa P. Jolley C.P.A.
Darcy L. Smith C.P.A.
Julia Nelson C.P.A.
Lan T. Kimoto
Jeffrey M. Schill

October 4, 2017

Steven Adams, City Manager
City of King City
212 South Vanderhurst Avenue
King City, CA 93930

Dear Mr. Powers:

We are pleased to confirm our understanding of the services we are to provide the City of King City (the "City") for the fiscal years ended June 30, 2017, 2018, and 2019. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the fiscal years ended June 30, 2017, 2018, and 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the District's Proportionate Share of the Net Pension Liability – Last 10 Years
- 4) Schedule of Contributions – Last 10 Years

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combing Balance Sheet – Nonmajor Governmental Funds
- 2) Combining Statement of Revenue, Expenditures and Changes in Fund Balance – Nonmajor Governmental Funds

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement,

whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with

GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bryant L. Jolley, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bryant L. Jolley's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

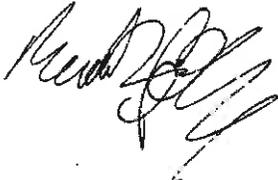
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 2017 and to issue our reports no later than January 2018. Bryant L. Jolley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$34,000, \$34,500, \$35,000 for the fiscal years ended June 30, 2017, 2018, and 2019, respectively. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Bryant L. Jolley, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City.

Steven Adams, City Manager



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 10, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF AN ORDINANCE AMENDING SECTION 16.22 OF CHAPTER 16 OF THE KING CITY MUNICIPAL CODE AS PART OF DISASTER RESILIENCY LONG TERM PLANNING

RECOMMENDATION:

It is recommended the City Council consider introduction of Ordinance No. 2017-____ to be read by title only, open the hearing, allow for public testimony, close the hearing, waive the first reading of the Ordinance, and approve the introduction of the proposed Ordinance.

BACKGROUND:

Cal. Government Code Section 66474.02 of the Subdivision Map Act ("SMA") requires that three (3) specific findings of fact must be made in approving subdivisions in areas designated as high fire hazard severity zones or state responsibility areas. Since this section does not apply to City, staff is recommending an Ordinance be adopted to enact these provisions as part of the City's commitment to disaster resiliency long term planning.

DISCUSSION:

California Government Code Section 66474.02 requires decision makers to make three (3) findings of fact before approving a subdivision located in a state responsibility area or a high fire hazard severity zone. The findings of fact are:

1. The design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and

**PLANNING COMMISSION
AMENDMENT TO CHAPTER 16.22
OCTOBER 3, 2017
PAGE 2 OF 3**

4291 of the Public Resources Code.

2. Supported by substantial evidence in the record, structural fire protection and services will be available for the subdivision through any of the following entities:
 - a. A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity.
 - b. The Department of Forestry and Fire Protection by contract entered into pursuant to Sections 4133, 4142, or 4144 of the Public Resources Code.
3. To the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.

On October 3, 2017, the Planning Commission recommended that Chapter 16.22 (Subdivision) be amended and Section 16.12.340 be added which includes the above findings of fact.

COST ANALYSIS:

The cost to make additional findings of fact will be funded as part of the application process fee.

ENVIRONMENTAL REVIEW:

The Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

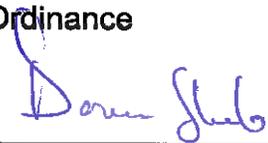
1. Adopt the attached Resolution;
2. Do not adopt the attached Resolution; or
3. Provide staff other direction.

**PLANNING COMMISSION
AMENDMENT TO CHAPTER 16.22
OCTOBER 3, 2017
PAGE 3 OF 3**

Exhibits:

1. Planning Commission Resolution
2. City Council Ordinance

Prepared by:



Doreen Liberto, Community Development Director

Approved by:



Steven Adams, City Manager

ORDINANCE NO. 2017-751

AN ORDINANCE AMENDING CHAPTER 16.12 OF TITLE 16 OF THE KING CITY MUNICIPAL CODE ADDING SECTION 16.12.340 AND FINDINGS OF FACTS FOR SUBDIVISIONS RELATED TO CALIFORNIA GOVERNMENT CODE SECTION 66474.02

WHEREAS, the City of King (“the City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, California Constitution Article XI, section 7; and

WHEREAS, California Government Code Section 66474.02 requires certain findings of facts be made before approving a tentative map, or a parcel map for which a tentative map was not required, for a subdivision located in a state responsibility area or high fire hazard severity zone; and

WHEREAS, this amendment will provide a benefit for the safety of the public and structures;

WHEREAS, on October 3, 2017, the Planning Commission (“Commission”), after conducting a public hearing, adopted Resolution No. 2017-194, recommending the City Council (“Council”) adoption Ordinance No. 2017-751; and

WHEREAS, on October 10, 2017, the Council conducted a duly noticed public hearing regarding adding findings of facts regarding incorporating specific findings of facts on subdivisions and parcel maps related to wildfire exposure; and

WHEREAS, the Council finds the adoption of this ordinance is exempt from having to comply with the requirements of the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15061(b)(3) which states: “CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA”. There is no possibility the City’s activity in adopting this ordinance, as mandated by the State, will have a significant, adverse effect on the environment.

NOW THEREFORE, the City Council of the City of King does ordain as follows:

SECTION 1. The above recitals are incorporated are hereby by reference.

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).) Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA”. There is no possibility the City’s activity in adopting this ordinance, as mandated by the State, will have a significant, adverse effect on the environment.

SECTION 3. Chapter 16.12, Section 16.12.340 of Title 17, of the King City Municipal Code and specifically identified below are amended to read as follows:

Section 16.12.340. Findings for Approval of Subdivision Maps Located in Fire Hazard Areas

Pursuant to the provisions of California Government Code Section 66474.02, before approving a tentative map, or a parcel map for which a tentative map was not required, for a subdivision located in a state responsibility area or a high fire hazard severity zone, the decision-maker must make all of the following findings of fact:

1. The design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.
2. Supported by substantial evidence in the record, structural fire protection and services will be available for the subdivision through any of the following entities:
 - a. A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity.
 - b. The Department of Forestry and Fire Protection by contract entered into pursuant to Sections 4133, 4142, or 4144 of the Public Resources Code.
3. To the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.

This shall not supersede regulations established by the State Board of Forestry and Fire Protection or other ordinances within the County Code that provide equivalent or more stringent minimum requirements than those contained within this section.

SECTION 4. Except as amended by this Ordinance, Chapter 16.12 of Title 16 of the King City Municipal Code, shall remain unchanged and shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 10th day of October 2017, and adopted the Ordinance after the second reading at a regular meeting held on the 24 day of October 2017, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 10, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING FOR EXTENSION OF THE PROYOUTH HEART AFTER-SCHOOL EXPANDED LEARNING PROGRAM

RECOMMENDATION:

It is recommended the City Council approve new 3-year Memorandum of Understanding (MOU) with ProYouth and the King City Union School District for the after-school HEART expanded learning program.

BACKGROUND:

At the April 25, 2017 meeting, the City Council approved an MOU with ProYouth and the King City Elementary School District for an after-school expanded learning program at elementary school sites. The program was one of the highest priority recommendations of the Comprehensive Plan to End Youth Violence. Under the terms of the MOU, the program will serve 180 students for the 2017-18 school year at a cost of \$250,000. A provision was also included that allowed the City and School District to expand the program by 20 children for each additional \$20,000. As a result, additional funding was raised that expanded the program the first year to 280 children.

The program has been operational since the beginning of the school year. Additional positions are still being hired, but the program is now serving 170 of the funded 180 children. Staff recently conducted a site visit and concluded overall operation is proceeding as desired.

DISCUSSION:

Staff recently met with representatives of ProYouth and the King City Elementary School District to agree on funding strategies for next year. The initial goals for next year are:

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR
EXTENSION OF THE PROYOUTH HEART AFTER-SCHOOL EXPANDED
LEARNING PROGRAM
OCTOBER 10, 2017
PAGE 2 OF 3**

- To expand the program to include the Arts Magnet Elementary School;
- To add a summer program; and
- To eliminate any waiting list and work with school staff to proactively identify and enroll at risk children most in need of the services.

Goals for the following two years will be to further expand the number of children at the elementary school programs, add a program at the Del Rey Elementary School campus, and develop a program for Chalone Peaks Middle School.

The proposed MOU is structured similar to the existing MOU since much of the funding will depend upon success in obtaining grants. It establishes a base amount of funding and number of students using revenue staff has a high level of confidence will be received, and then the number of children can be increased in increments of 20 as additional revenues are secured. There will also be an additional cost for adding another school site and summer program, but that will be negotiated at the time revenues have been secured.

At the August 22, 2017 meeting, the City Council directed staff to proceed to prepare a Community Development Block Grant (CDBG) application, which included \$500,000 for the ProYouth program. One of the reasons to execute the MOU for next year at this time will be to accommodate the CDBG application. The plan calls for the \$500,000 in CDBG funds to be used over a 2 ½ year period.

COST ANALYSIS:

The cost of the program will be approximately \$260,000 for 180 children and \$20,000 for each additional 20 students. As stated previously, there will be an additional cost to add Arts Magnet School and a summer program.

The City's initial funding goals to expand the program next year are as follows:

City of King	\$45,000
King City Elementary School District	\$25,000
ASES/ 21 st Century Grants	\$240,000
CDBG	\$200,000
Community Fundraising	\$75,000
Other Grants	<u>\$65,000</u>
Total	\$650,000

This would represent an increase in the budget of approximately \$300,000. It is projected that this should increase the number of students in the program next year to somewhere in the range of 440 to 480.

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR
EXTENSION OF THE PROYOUTH HEART AFTER-SCHOOL EXPANDED
LEARNING PROGRAM
OCTOBER 10, 2017
PAGE 3 OF 3**

ENVIRONMENTAL REVIEW:

The program is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

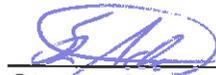
The following alternatives are provided for Council consideration:

1. Approve the proposed MOU;
2. Modify and approve the proposed MOU;
3. Delay consideration until more time is provided to assess the program; or
4. Provide staff other direction.

Exhibits:

1. Proposed MOU

Prepared and Approved by:



Steven Adams, City Manager

**CITY OF KING,
KING CITY UNION SCHOOL DISTRICT,
AND
PROYOUTH
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of July 1, 2018, between the CITY OF KING, referred to as CITY, the KING CITY UNION SCHOOL DISTRICT, referred to as DISTRICT, and PROYOUTH, with reference to the City of King Comprehensive Plan to End Youth Violence, adopted by City Council January 24, 2017, the goals and mandates of which are incorporated herein. This MOU is to set forth the means by which to accomplish these goals and mandates.

I. PROYOUTH:

- A. PROYOUTH’s Mission Statement:** *“ProYouth’s mission is to help youth succeed academically, socially, and emotionally by providing a safe, healthy, and supportive learning environment during out-of-school time. ProYouth creates and delivers programs throughout Central California that positively impact the lives of youth and equip them to make good life-long choices.”*
- B. PROYOUTH Programs:** PROYOUTH is a private non-profit 501(C)(3) organization that provides safe, structured after school programming in collaboration with school districts to at-risk students throughout Central California every day.

PROYOUTH was established in 1991 and is one of the longest lived and most successful nonprofit organizations in Tulare County. Originally called “Visalians for a Gang-Free Community,” PROYOUTH was located in and grew out of the Gang Suppression Unit of the Visalia Police Department. Its purpose was and remains creating opportunities for all children, regardless of their circumstances, to make good choices and become productive, healthy citizens. In 1998, after eight years of research, piloting, and collaboration with nearly every agency serving at-risk youth locally, regionally, and statewide, as well as law enforcement, education, and private business, ProYouth launched the HEART (Health, Enrichment, Acceleration, Recreation, and Teamwork) Program. The HEART Program began at three sites with eight staff serving 220 children. Today ProYouth operates at 48 sites, employees nearly 500 staff, and serves over 15,000 students each year. Since its inception, ProYouth has served over 100,000 students, provided employment and significant work-force training to over 5,000 staff, and leveraged \$5 million in local contributions into more than \$100 million in state and federal grants into our most impoverished neighborhoods.

PROYOUTH delivers a variety of programs and pathways including the HEART, EDGE, and XL Expanded Learning Programs; Insight, a digital media and intervention program; Agricultural Science, Computer Science, and Engineering; Visual and Performing Arts; Literacy Development; and ProMED. PROYOUTH's programs have been developed over the last 20 years in partnership with Tulare County Office of Education, participating school districts, school principals, curriculum specialists, grade-level teachers, childhood development specialists, law enforcement, local business leaders, State of California, federal government, and afterschool program specialists. PROYOUTH's goal is to support every child to work hard to achieve excellence and grow into healthy, successful, and contributing members of our community.

II. CITY, DISTRICT, and PROYOUTH MOU

- A. Locations:** CITY and DISTRICT will provide for PROYOUTH to deliver the HEART Expanded Learning Program at Santa Lucia Elementary School in King City, CA, and any other schools that are mutually agreed upon.
- B. Duration:** HEART programming will begin the first day of the regular school year and continue through the end of the school year. The hours of program operation shall be from the end of the regular school day to 6:00 p.m., every school day.
- C. Students Served:** PROYOUTH will deliver the HEART Program to at-risk students in grades k-5 at Santa Lucia Elementary School in King City, CA. Priority enrollment will be given to foster and homeless youth, as well as to students who have been referred to the CITY and DISTRICT, including law enforcement. Once priority registration is completed, all other students will be enrolled via lottery. PROYOUTH will make the program available to a minimum of 180 students.
- D. HEART Program:**
 - 1. **Safety Education:** HEART will implement safety into the daily program, including Partner Programs as detailed in the Comprehensive Plan, mentoring programs and on-site visits from local safety agencies. HEART shall also provide students with the opportunity to develop skills that will help them think critically in regards to safety.
 - 2. **Daily Math Skills/Facts Support:** daily instruction and practice is imbedded into Project Based Learning using curriculum and programs aligned to and supporting day school goals.
 - 3. **Homework:** HEART will provide daily homework assistance time for each grade level in collaboration with day school first instruction goals.
 - 4. **STEM Enrichment:** HEART will provide multiple STEM enrichment activities through the Project-Based Learning detailed below.
 - 5. **Keyboarding Skills:** HEART will provide a variety of practice time for each grade level to assist in development of the students' keyboarding skills. The DISTRICT will make available computer labs and in-class computers to facilitate this vital skill building area for student success in the Smarter Balance tests. HEART will utilize

- online education keyboarding services and other computer based programs as requested by the DISTRICT.
6. Physical Education: HEART will provide daily fitness activities including SPARKS PE and EnergizeUp!, in addition to offering a variety of engaging fitness opportunities.
 7. Project-Based Learning: the “enrichment” requirement of the grant is met by HEART through a variety of project-based learning offerings. The following are the programs and pathways that are available for implementation in the Expanded Learning Program. Selection will be made in collaboration between the DISTRICT staff, school administrators, ProYouth Executive Director of Programs, and HEART Program staff.
 - a. Ag Science Pathway
 - b. Computer Science and Engineering Pathway
 - c. Visual and Performing Arts Pathway
 - d. Insight Program
 - e. Literacy Development Program
 - f. Health Sciences Pathway
 - g. Other Projects as they become available and serve DISTRICT goals
 8. The Program Director will work with Site Director to make sure site staff follow the Pathway learning projects and align the delivery of specific program components with CITY and DISTRICT priorities and day-school learning needs as determined by the school site and the DISTRICT.
 9. HEART will work with the CITY, the DISTRICT, and community partners to secure free field trips through in-kind donations.
 10. Special Events: a component of each Project is a student-driven culminating event with a demonstration of student learning. ProYouth also will facilitate bringing visitors and speakers to enhance learning and leadership development.
- E. Accountability:** PROYOUTH will coordinate and implement the HEART Program, a safe, supervised expanded learning program for at-risk students. PROYOUTH shall maintain complete and accurate records with respect to the services rendered, the students served, and the costs incurred under this Agreement. In addition, PROYOUTH shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.

DISTRICT will act as the Local Educational Agency (LEA) Partner for the ASES Grant awarded to DISTRICT to implement the HEART Expanded Learning ASES program. CITY and DISTRICT will follow all fiscal report and auditing standards required by the California Department of Education, including the processing and payment of invoices submitted by PROYOUTH for the administration of the HEART Program. All reports for each school site shall be submitted by PROYOUTH to the DISTRICT upon the due dates established with the DISTRICT by the Grants.

CITY will partner with the DISTRICT and PROYOUTH to develop a campaign to educate youth on the realities of gang participation; expand resources available to parents on education of parenting skills and recognizing signs of gang, drug, and other activities; and apply for additional grants to expand HEART Programs in King City.

- F. Grant Applications:** PROYOUTH agrees to identify and assist in preparation of grant applications to obtain funding with the goal of bringing every student off our waiting list. Potential target grants include After School Education and Safety (ASES) grants, 21st Century Community Learning Center (CCLC) grants, other federal grants, and large private foundations.
- G. Contract Amount and Payments:** The CITY has agreed to support the HEART Program for a total of \$112,500.00. Some portion of these funds may be in the form of private donations made directly to PROYOUTH, a 501(c)3 nonprofit organization. These donations will be deducted from the total amount pledged by the CITY; the revised monthly payment amount will be set by Addendum to this MOU upon mutual consent and by the authorized signatures of the CITY and PROYOUTH. DISTRICT will pay PROYOUTH \$121,600.00 from an ASES (also known as Proposition 49) Grant and an additional \$25,000 for these services. DISTRICT will reserve \$1,250.00 of the \$122,850.00 ASES grant for administrative costs. PROYOUTH will submit twelve (12) equal monthly invoices to CITY and DISTRICT for their respective share of costs, beginning July through June of each fiscal year covered by this MOU. DISTRICT will pay to PROYOUTH \$12,320.83 each month and CITY will pay to PROYOUTH \$9,375.00 each month. PROYOUTH agrees to expand the number of students by twenty (20) for each additional \$20,000 provided if the CITY AND DISTRICT desire to expand the initial program. There will also be an additional cost if CITY AND DISTRICT request other school sites and/or program services during the summer school break to be added. An addendum to this MOU will be required at that time based upon a mutually agreed upon cost.
- H. Compliance with all Regulations and Mandates:** All services provided by PROYOUTH will be fully compliant with and meet or exceed California Education Code, After School Education and Safety (ASES) mandates, and the policies and priorities of CITY and DISTRICT. PROYOUTH will provide all record keeping including application and enrollment forms, attendance tracking, and pre/post assessment data. DISTRICT will submit to CDE all reports as required by the ASES Grant, including Semi-Annual Attendance Reports, Outcomes-Based Data for Evaluation Reports, and Expenditure Reports. All PROYOUTH staff are NCLB compliant and have passed FBI and Department of Justice background checks, as well as ongoing TB testing.
- I. Facilities and Liability:** DISTRICT will provide the use of facilities at each elementary site at no charge. PROYOUTH will be responsible for filing of facility use permits and

providing proof of insurance and indemnification in manner identical to that agreed upon in PROYOUTH's master HEART Program MOU agreement with DISTRICT.

- J. Entire Agreement:** This MOU constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this MOU shall be in writing and signed by both parties.
- K. Severability:** If any provision of this MOU or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this MOU and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.
- L. Successors and Assigns:** This MOU shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- M. Jurisdiction:** This MOU shall be administered, governed and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Monterey, State of California.
- N. Authority:** Each person executing this MOU covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association, or other power and authority to enter into this MOU and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this MOU is duly and validly authorized to do so.
- O. Counterparts:** This MOU may be executed in counterparts, and copies of this MOU shall be deemed originals.
- P. Knowing and Voluntary Agreement:** The Parties to this MOU acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this MOU and consult with their own attorney concerning the meaning and effect of this MOU. By executing this MOU, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this MOU, and that they are knowingly and voluntarily entering into this MOU and signing it of their own free will.
- Q. Indemnification:** PROYOUTH acknowledges and agrees to indemnify, protect, defend and hold harmless, the DISTRICT and CITY, including their managers, officers, directors, attorneys, members, employees, agents, contractors, partners and lenders (collectively "Indemnified Parties" and individually "Indemnified Party"), from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the administration of the HEART program; (2) any appeals by third parties relating to the HEART program, approval or denial and any

actions taking in furtherance of the HEART program; (3) any breach by PROYOUTH in the performance in a timely manner of any obligation on its part to be performed under this MOU; or (4) any acts, omissions or negligence of Applicant or any person or entity claiming through or under PROYOUTH, or PROYOUTH agents, employees, contractors, invitees or visitors. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against any Indemnified Party litigated and/or reduced to judgment. In case any action or proceeding is brought against any Indemnified Party by reason of any of the foregoing matters, PROYOUTH upon notice from the said Indemnified Party (or Indemnified Parties), shall defend the same at PROYOUTH's expense by counsel reasonably satisfactory to the Indemnified Party and the Indemnified Party shall cooperate with PROYOUTH in such defense. An Indemnified Party need not have first paid any such claim in order to be so indemnified. In addition, the Indemnified Party may require PROYOUTH to pay that Indemnified Party's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the Indemnified Party shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by PROYOUTH or its counsel.

PROYOUTH's obligations to defend, indemnify and hold harmless the Indemnified Parties shall include, but not be limited to, the cost of preparation of any administrative record by any Indemnified Party, staff time, copying costs, courts costs, the costs of any judgments or awards against any Indemnified Party for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the environmental document(s) or mitigation plan(s) related to the HEART program, and the costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of any document(s) related to the HEART program.

The provisions of this section shall Survive the expiration or termination of this MOU.

- R. Termination:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law under this Agreement.
- a. Without Cause: Either party shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
 - b. With Cause: This Agreement may be terminated by either party should the other party:
 - i. be adjudged a bankrupt, or
 - ii. become insolvent or have a receiver appointed, or
 - iii. make a general assignment for the benefit of creditors, or

- iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- v. materially breach this Agreement.

For any of the occurrences except item (v), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within that five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

- c. Effects of Termination: Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.
- S. Term:** This Agreement shall become effective July 1, 2018 and shall terminate on June 30, 2021, unless terminated earlier as provided in this Agreement.

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

CITY OF KING

BY _____

Steven, Adams, City Manager

CITY OF KING

KING CITY UNION SCHOOL DISTRICT

BY _____

Superintendent, King City Union School District

DISTRICT

PROYOUTH

BY _____

Daryn Davis, Chief Executive Officer

PROYOUTH



Item No. 11(B)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 10, 2017

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF LETTER OF INTENT TO PARTICIPATE AS A HOST CITY FOR A STAGE START OF THE AMGEN TOUR OF CALIFORNIA

RECOMMENDATION:

It is recommended the City Council approve a Letter of Intent (LOI) to participate as a host city for a Stage Start of the Amgen Tour of California.

BACKGROUND:

The Amgen Tour of California is an annual professional cycling stage race on the UCI World Tour and USA Cycling Professional Tour. It was first held in 2006. The eight-day race covers 650–700 miles through California. It has become the United States' premier annual cycling stage race and one of the most important races in the world. In 2016, 11.3 million spectators followed the race worldwide on a variety of international networks.

This year, the race takes place on May 14th through May 20th and plans to travel through Monterey County. The City of King has an opportunity to be considered to host a Stage Start. To be considered, the City needs to approve an LOI to demonstrate the City's interest in participating and willingness to meet a number of responsibilities that are required. A copy of the proposed LOI is attached as Exhibit 1.

DISCUSSION:

Description

The segment of the race that King City would be considered to host would be on Tuesday, May 15, 2018. It will be during Fair week, but staff has spoken to the Chief Executive Office of the Salinas Valley Fair, and it does not appear it

**CITY COUNCIL
CONSIDERATION OF LETTER OF INTENT TO PARTICIPATE AS A HOST
CITY FOR A STAGE START OF THE AMGEN TOUR OF CALIFORNIA
OCTOBER 10, 2017
PAGE 2 OF 4**

would create any conflicts since the Fair will not start until later in the week. The start time for the race would be approximately 10:30 a.m. to 11:00 a.m.

The potential start is proposed to take place on Broadway Street and 3rd Street. Exhibit 2 includes a preliminary layout of the activities. The stage and hospitality VIP tent would be set up on the street. It is proposed that the City coordinate with agencies and vendors to provide booths in order to create a Festival environment in the Town Center and possibly on 3rd Street.

Approximately 350 parking spaces would need to be provided. It is recommended these be located in a combination of adjacent parking lots, side streets and portions of Broadway Street behind the start of the race. Therefore, it is recommended that Broadway Street and the adjacent one block side street on both sides of Broadway Street be closed from 1st Street to Russ Street.

The race would leave east on Broadway Street from 3rd Street and then turn right on First Street to Lonoak Avenue. It would loop around Route 25 and later travel through the City again on Bitterwater Road and Metz Road before exiting the City north towards Greenfield.

The City would be responsible for the following:

- Reserve and pay for up to 25 hotel room nights in King City;
- Provide up to 60 breakfasts to be used for crew and media;
- Police and Public Works services;
- Barricades and traffic control;
- Permit processing and requirements;
- Reserved parking;
- Clean-up and trash removal; and
- Recruitment of volunteers.

Staff has discussed the event with the Superintendent of the Elementary School District, who has expressed support for allowing children from the schools to attend the event as a field trip. The event could be used as an opportunity to promote bicycle safety and overall cycling as a form of recreation and transportation.

If King City is approved as a host City, permits and approval of street closures will be required. Therefore, final proposed logistics would be presented to the City Council for approval at that time.

**CITY COUNCIL
CONSIDERATION OF LETTER OF INTENT TO PARTICIPATE AS A HOST
CITY FOR A STAGE START OF THE AMGEN TOUR OF CALIFORNIA
OCTOBER 10, 2017
PAGE 3 OF 4**

Advantages

There are a number of important reasons why being an Amgen Tour of California host city would be a good investment of City time and resources. First of all, participation in the event will provide worldwide positive exposure for King City. Second, it would bring a large number of visitors to the City. Third, it would be an opportunity for the local community to experience an exciting event that many people will normally not have access to, particularly a large number of youth. They will be able to see riders up close that are world class athletes from all over the world. Finally, it will serve as another step combined with other City efforts to promote community pride.

Disadvantages

The primary challenge of the event is that it will require the City to shut down a large area of streets and parking areas during normal business hours. This will cause a significant inconvenience for a number of employees and Hartnell College students, who will need to park a distance from their work and school. Other disadvantages include the cost and staff time involved.

COST ANALYSIS:

The estimated cost impact to the City is approximately \$5,000 to \$7,500, which is proposed to be paid from funds budgeted for community promotion, sponsorships, and in-kind contributions. Therefore, no appropriation is necessary. Staff believes it represents a cost effective use of community promotion funding since it will reach a wide audience and requires a relatively small expenditure.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this event and has determined that it falls within the Categorical Exemptions set forth in 15301 (Existing Facilities) and 15323 (Normal Operations of Facilities for Public Gatherings) because it consists of the use of existing public or private structures and facilities for the Amgen event that will involve negligible or no expansion of use beyond that existing at the current time. Additionally, use of streets, park(s) and other spaces for bicycles and public gatherings is consistent with the use for which the facilities were designed, and they have been previously been used for similar types of events and public gatherings whether it be parades, biking events or other events. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

**CITY COUNCIL
CONSIDERATION OF LETTER OF INTENT TO PARTICIPATE AS A HOST
CITY FOR A STAGE START OF THE AMGEN TOUR OF CALIFORNIA
OCTOBER 10, 2017
PAGE 4 OF 4**

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the LOI;
3. Approve the LOI, but provide suggested changes for activities and/or the site plan;
4. Do not approve participation in the event; or
5. Provide other direction to staff.

Exhibits:

1. Proposed LOI
2. Preliminary Event Site Plan

Prepared and Approved by: _____



Steven Adams, City Manager



October 10, 2017

Sheri Morales
Vice President, Amgen Tour of California
865 S. Figueroa St. Suite 104
Los Angeles, CA 90017

Dear Ms. Morales:

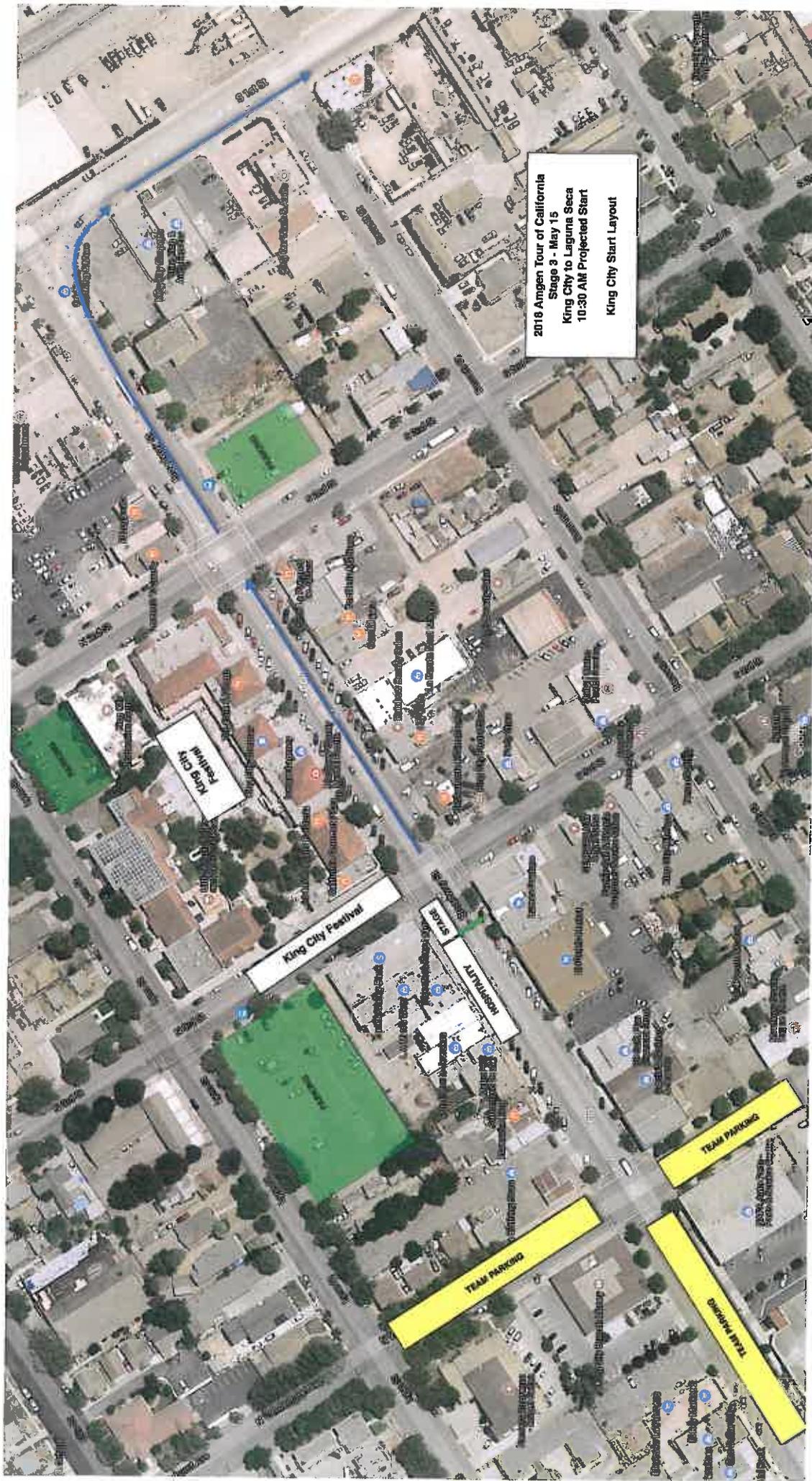
I am writing this letter at your request on behalf of the City of King to state the City's intention to fulfill certain commitments outlined in the 2018 Host City Requirements and Benefits Document to host a Stage Start of the 2018 Amgen Tour of California.

King City will reserve and pay for up to twenty-five (25) room nights in King City and up to sixty (60) breakfasts to be used for Crew and Media. The City will also be responsible to provide all Police and Public Works services, barricades and traffic control, permit processing and requirements, reserved parking, clean-up and trash removal, and recruitment of volunteers.

Furthermore, we look forward to entering into a contract agreement between AEG Cycling, LLC and the City of King to formalize these commitments.

Sincerely,

Steven Adams
City Manager



2018 Amgen Tour of California
Stage 9 - May 15
King City to Laguna Seca
10:30 AM Projected Start
King City Start Layout

King City Festival

KING CITY FC

BOYS
LITUSKON

TEAM PARKING

TEAM PARKING

TEAM PARKING