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COUNTY ADMINISTRATOR'S OFFICE



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COUNTY**

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**NOTICE OF FUNDING AVAILABILITY (NOFA)
FOR
AFFORDABLE HOUSING DEVELOPMENT**

**RELEASE DATE: September 15, 2023
RESPONSE DUE: October 23, 2023, 5:00 p.m.**

SUBMIT APPLICATION TO:	NOFA COORDINATOR
<p>Anne Putney, NOFA Coordinator AMPutney@solanocounty.com Subject Line: NOFA Affordable Housing Development Submission</p>	<p>Anne Putney, NOFA Coordinator AMPutney@solanocounty.com E-mailed questions regarding this NOFA may be submitted to the NOFA Coordinator no later than September 26, 2023 at 12 p.m., subject line: NOFA Affordable Housing Development.</p>

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1.1 Overview

The Solano County Administrator's Office is seeking developers, city partners, and other experienced housing providers to apply for \$3.2 million in loan funding to develop new affordable housing units within Solano County. Points will be awarded for projects/programs that will create these new units in the unincorporated areas of Solano County.

1.2 Description of Need

Data shows that in the Vallejo-Fairfield Metropolitan Statistical Area (MSA), 58.3% of renters pay more than 30% of their income towards their housing costs, or their housing cost-burden, and 31.2% experience a severe housing cost-burden due to paying more than 50% of their income. Housing cost-burden creates a barrier to getting individuals experiencing homelessness back into stable housing and also for housed individuals to maintain their housing.

1.3 Funding Availability

Funding is available in the form of low-interest, 60 month loans (3%) and/or grants not to exceed \$100,000 each, through this NOFA in the aggregate amount of \$3.2 million, of which \$3 million are federal American Recovery Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) to aid the County in its recovery from the pandemic. **These funds must be fully obligated by September 30, 2024, and fully expended by the County no later than December 31, 2026.** Timelines related to this NOFA have been established to ensure Solano County will meet both of these deadlines.

Awards under this NOFA may be one award for the full amount available of \$3.2 million, or multiple awards for lesser amounts. The number and amount of the award(s) will be dependent upon the final score assigned to each qualified application by the Evaluation Committee and their recommendations. Final awards are subject to the discretion of the Board of Supervisors. The funding will be available for a one-year period (approximately November 1, 2023-October 31, 2024) with the potential for a one-year extension at the County's discretion and only if necessary to complete implementation of the project/program.

No monies from this program may be used to supplant federal, state, county, or local general fund monies available to the applicant for any purpose.

The funding for the contract(s) resulting from this NOFA is contingent upon receipt of funds from and/or obligation of ARPA funds by the federal government; and inclusion of sufficient funding for the services in the budget approved by the County's Board of Supervisors for each fiscal year covered by the contract(s). If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract(s) may be immediately terminated, reduced, or modified without penalty.

1.4 Household Eligibility

As noted above, the majority of funding available under this NOFA is provided by the American Recovery Plan Act. ARPA guidelines require that funding be utilized only to assist eligible households. There are three paths to eligibility:

1. **Presumption 1:** Any project that is eligible to be funded under any of the following federal housing programs is presumed to be an eligible use of SLFRF funds:
 - The National Housing Trust Fund
 - The HOME Investment Partnerships Program
 - The Low-Income Housing Tax Credit
 - The Public Housing Capital Fund
 - Section 202 Supporting Housing for the Elderly Program and Section 811 Supportive Housing for Persons with Disabilities Program
 - Project-Based Rental Assistance
 - Multifamily Preservation and Revitalization Program

2. **Presumption 2:** The Treasury will presume that an investment in the development, repair, or operation of any affordable rental housing unit is an eligible use of SLFRF funds if the unit has a limited maximum income of 65% of the area median income (AMI) as imposed through a covenant, land use restriction agreement or other enforceable legal requirement for a period of at least 20 years.

3. **Other Affordable Housing Projects:** Other projects/programs may be eligible if they are related and reasonably proportional to addressing the negative economic impacts of the pandemic and otherwise meet the final rule’s requirements. It is the responsibility of the applicant to illustrate the nexus between the final rule and the proposed project/program.

For purposes of determining household eligibility under 2. Presumption 2 above, the following income limits will be used:

ELIGIBLE INCOME LIMITS – 65%

Household Size	1	2	3	4	5	6	7	8
Income Limit - 65% AMI	\$52,065	\$59,540	\$66,950	\$74,360	\$80,340	\$86,320	\$92,235	\$98,215

Solano County is a community where data shows there are gaps in financing for units serving households between 50% and 80% of AMI and/or significantly higher than average housing costs relative to AMI. Due to this, the County will fund units up to 80% of AMI for purposes of determining household eligibility under Other Affordable Housing Projects above,

ELIGIBLE INCOME LIMITS – 80%

Household Size	1	2	3	4	5	6	7	8
Income Limit - 80% AMI	\$64,050	\$73,200	\$82,350	\$91,500	\$98,850	\$106,150	\$113,500	\$120,800

1.5 NOFA Specific Requirements

Affordability Restrictions

Successful applicant(s) will be required to sign an Affordability Covenant, Regulatory Agreement, or other legally binding document, depending on the successful project(s)/program(s), that will ensure long-term affordability for the new affordable housing units for a minimum of 20 years as per ARPA requirements and a maximum of 55 years. This may be negotiated with the County upon award.

The successful applicant(s) will be required to ensure only eligible residents occupy the new affordable housing units funded under this NOFA by certifying income prior to occupancy and re-certifying income annually thereafter to ensure the household continues to meet the income limits throughout occupancy of the unit.

The successful applicant(s) may only increase rents in amounts that will maintain affordability according to the unit restriction. For example, if the unit is restricted to be affordable to households with incomes at 50% of the area median income, rent charged for the unit may not exceed 30% of the amount of the 50% income limit. The income limits used to determine eligibility shall be published annually by U.S. Department of Housing and Urban Development (HUD).

Applicable Laws, Regulations and Policies

It is the responsibility of the applicant to ensure projects/programs that receive funding under this NOFA comply with ARPA requirements as set forth in the documents below as they relate to affordable housing:

[2023 Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule](#)

[2023 Coronavirus State and Local Fiscal Recovery Funds Overview of the 2023 Interim Final Rule](#)

[2022 Coronavirus State and Local Fiscal Recovery Funds Final Rule](#)

[2022 Coronavirus State and Local Fiscal Recovery Funds Overview of the 2022 Final Rule](#)

[2022 Final Rule FAQs](#)

[Coronavirus State and Local Fiscal Recovery Funds Affordable Housing How-To Guide](#)

[Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance](#)

In addition to these ARPA requirements, applicants must comply with any and all other federal, state and local laws and regulations applicable to applicant's performance, including, but not limited to:

- Fair housing laws
- Licensing, employment and purchasing practices, wages, hours and conditions of employment
- Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations
- The Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3)
- The Clean Air Act (42 U.S.C. §7401 et seq.)
- The Clean Water Act (33 U.S.C. §1251)
- The Energy Policy and Conservation Act (Pub. L. 94-165)
- Applicable cost principles and administrative requirements including claims for payment or

reimbursement by County as set forth in 2 C.F.R. part 200

Refer to the contract template in Attachment B for additional information.

Monitoring Requirements

Prior to offering an award under this NOFA, and annually thereafter, the County will conduct a risk assessment and a subrecipient determination in compliance with requirements under the federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200.331-200.333). This requires the County to undertake several tasks, including:

- Identification of subrecipients and contractors
- Evaluation of each subrecipient's risk of noncompliance
- Determination of the appropriate level of monitoring
- Confirmation that the subaward (funding under this NOFA) is in compliance with applicable federal statutes, regulations and terms of the subaward
- Verification that subrecipients are audited as required by Subpart F of the Uniform Guidance

If it is determined that the applicant receiving the award is a subrecipient, the County must:

- Review financial and performance reports
- Follow-up on identified deficiencies
- Issue a management decision for applicable findings
- Confirm a Single Audit was completed if applicable
- Provide training and technical assistance
- Perform on-site reviews of program operations
- Agree upon procedures conducted by an auditor

Additionally, the County must conduct any other monitoring activities specified under ARPA guidelines.

2 REQUEST FOR PROPOSALS PROCESS

2.1 Eligible Applicants

"Applicant" is any individual or entity that submits an Application in response to this NOFA. Non-profit developers, for-profit developers, public agencies, and non-profit services providers in partnership with a developer are eligible to submit an Application. Departments of the County of Solano are not eligible to submit an Application.

2.2 Applicants' Conference

Potential Applicants must attend a Mandatory Applicants' Conference on Thursday, September 28, 2023, from 9:30 p.m. to 10:30 p.m. via Microsoft Teams. The Mandatory Applicants' Conference requires advanced registration. To register for the Mandatory Applicants' Conference, call the Solano County Administrator's Office at (707) 784-6100.

After registering, you will receive a confirmation e-mail containing information about joining the meeting. When you log onto the Teams Applicants' Conference, you must put your name, agency, and e-mail address in the chat to record attendance.

The purpose of the conference is to provide an opportunity for potential Applicants to ask specific questions about the NOFA and to request Application Form clarification. Potential Applicants may submit questions in writing before or during the conference (see 2.3 below). The County will entertain questions written in the chat or verbal questions asked at the conference, but responses may be deferred and provided at a later date. Subcontractors may not represent a potential Applicant at the conference. The County will not accept any applications from organizations that do not attend the conference.

2.3 NOFA Inquiries and Requests for Information

Inquiries regarding the NOFA may be made via e-mail to the NOFA Coordinator at AMPutney@solanocounty.com with the Subject line: **NOFA Affordable Housing Development**.

All emailed inquiries must be received by Tuesday, September 26, 2023, 12:00 p.m. PST. E-mailed inquiries will be answered via e-mail and posted on the Solano County website.

2.4 Schedule of NOFA Events

The following Schedule of Events reflects important dates for the selection process; however, the County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events will be posted on the Solano County website. Proposers are responsible to view the website continually for any revisions.

EVENT		DATE
1	County Issues NOFA Packet	September 15, 2023
2	Deadline for Submitting Written Questions to NOFA Coordinator at AMPutney@solanocounty.com Subject line: NOFA Affordable Housing Development Questions	Tuesday, September 26, 2023, 12:00 P.M. PST
3	Mandatory Applicants' Conference	Thursday, September 28, 2023, 9:30 A.M.
4	Responses to NOFA inquiries issued and posted on County website	October 2, 2023
5	Deadline for Submitting an Application Proposal to: AMPutney@solanocounty.com	Monday, October 23, 2023, 5:00 P.M. PST

	Subject Line: NOFA Affordable Housing Development Application Submission	
6	Evaluation Committee Issues Recommendations	To Be Determined
7	Board of Supervisors Approves Award	December 5, 2023
8	Contract Development	December 6 – 12, 2023
9	Completed Contract Signed by Contractor	December 19, 2023
10	Request for Draw of Funds May be Submitted	As of January 1, 2024

3 INSTRUCTIONS TO APPLICANTS

3.1 Mandatory Application Form

The County will provide an Application Form (see Attachment A) in an electronic format on Solano County’s website.

Applicants must fully complete and sign the Application Form, respond to every question, and attach all necessary requested documents. Applicants must fill in desired check boxes and adhere to page limits where indicated.

Failure to follow the specified Application Form and format may, at the County’s sole discretion, result in the rejection of the Application.

3.2 Application Format

Notwithstanding the format required by the Application Form in Attachment A, all Applicants must follow additional formats set forth herein:

- Standard, 8 1/2" x 11" format, with 1-inch margins
- Arial font size 11
- All Application pages sequentially numbered
- All responses, as well as any reference material presented, written in English, adhering to character limits where applicable

- All monetary amounts detailed in United States currency and rounded to the nearest whole dollar

3.3 Signatures

All signatures must be “wet-signed” and scanned or signed digitally using an eSignature program, such as DocuSign, by the Applicant’s authorized signatory.

3.4 Application Submittal and Withdrawal

Applicant must fully complete the Application Form in the format required by the County and respond to every question.

Narrative answers will be required in some sections of the Application.

Applications must be e-mailed to AMPutney@solanocounty.com with the subject line of **NOFA Affordable Housing Development Application Submission** and must be received by **5:00 PM PST on Monday, October 23, 2023**.

The Applicant is solely responsible for and the County assumes no responsibility for delays caused by email delay or errors on the part of the Applicant.

The County will not pay any costs associated with the preparation, submittal, or presentation of any Application. To withdraw an Application, the Applicant must submit a written request, signed by an authorized representative, to the County. After withdrawing a previously submitted Application, the Applicant may submit another Application at any time up to the deadline for submitting Applications. Applications submitted after the deadline will not be considered.

4 EVALUATION, SELECTION AND AWARD PROCESS

4.1 Compliance

The County will review all Applications to determine compliance with basic Application requirements as specified in this NOFA. Incomplete Applications may disqualify the Applicant from further consideration in this process.

4.2 Evaluation Process

The evaluation process is designed to recommend award(s) of funding to the Applicant(s) that can develop new affordable housing units that best support the need of Solano County residents. Applications will be evaluated as set forth below.

An Evaluation Committee (EC) will evaluate all Applications found to comply with the basic Application requirements. The EC will score and recommend Applications in accordance with the evaluation criteria set forth in this NOFA. Evaluation of the Applications shall be within the sole judgment and discretion of the EC. Final award(s) of funds is at the discretion of the Board of Supervisors who may choose to award all, some, or none of the funds.

A maximum number of points will be assigned to each Application Element (Project Narrative, Contribution to Affordable Housing Stock, Population Served/Equity, Budget and Project Schedule,

Partnerships and Local Support, Access to Opportunity, and 2 Bonus elements) in the Application Packet as follows:

Section	Maximum Points
A: Project Narrative	20
B: Contribution to Affordable Housing Stock	25
C: Population Served/Equity	20
D: Budget and Project Schedule	25
E: Partnerships and Local Support	5
F: Access to Opportunity	5
Bonus: Project primarily serves the elderly, veterans, or people with disabilities	3
Bonus: Project is “Shovel Ready” (All approval permits are in place)	3
OVERALL TOTAL:	106

4.3 Application Review Criteria

Item	Possible Points	Points Total
Project Narrative		20
Applicant clearly articulates their experience, including key personnel, in developing affordable housing and ability to complete the project	10	
Project summary is detailed, complete, and well planned	10	
Contribution to Affordable Housing Stock		25
How many new affordable housing units will be created?	10	
Are the units located in the unincorporated areas of Solano County?	10	
Does the proposed affordability period exceed the minimum of 20 years?	3	
Does the project align with and meet the goals of the County’s Housing Element?	2	
Population Served/Equity		20
What is the percentage breakdown of eligible populations by AMI?	10	
How will diversity and equity of occupants be ensured by the project?	5	
Will local (Solano County) residents be given a preference/priority to rent the units?	5	
Budget and Project Schedule		25
What percentage of funding is requested in relation to the total project cost? (Higher points will be allocated to lowest percentages)	8	
The Applicant provides a detailed budget and timeline that demonstrates how 100% of ARPA funds will be spent prior to October 31, 2024.	5	
Is the Applicant making any equity investment? If yes, how much?	4	
Project is scheduled to be completed within one year	5	

Complete audited financial statements for the last three years are provided	3	
Partnerships and Local Support		5
Does the application include a letter of support from the local jurisdiction where the project will be located?	5	
Have there been or will there be any community outreach efforts?	3	
Does the application indicate adequate knowledge of the local jurisdiction to comply with all local laws, regulations, and policies?	2	
Access to Opportunity		5
Is the project within 1 mile of transportation?	3	
Is the project within 1 mile of employment opportunities?	1	
Is the project within 1 mile of medical facilities, a grocery store, and other shopping locations?	1	
Bonus: Project primarily serves the elderly, veterans, or people with disabilities		3
Bonus: Project is “Shovel Ready” (All approval permits are in place)		3
Some permits are in place	1	
Total Possible Points		106

The EC will rank all Applications based on their scores and recommend the top Application(s) for funding. The final funding amount is dependent upon the number of qualified applications received by the deadline. A minimum score of 60 is required to qualify for further consideration. In addition, the EC may rank Applications not recommended for the initial funding amount but that received a score of 60 or higher to create an eligibility list for future funding. Should additional funding become available, these Applicants may be recommended for funding in the order ranked; however, this is not guaranteed.

In addition to the EC recommendation, financial experts may review agency audited financial statements for solvency and internal controls to ensure ability to fulfill a contract resulting from this NOFA.

Final selection is at the sole discretion of the Solano County Board of Supervisors or its designee, which reserves the right to reject any or all Applications, or to make no selection based on this NOFA.

4.4 Best Value

Solano County will select the Application(s) that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the Applicant with the highest score if doing so would not be in the overall best interest of the County and the public. Solano County reserves the right to expand or reduce the proposed scope of work during the contracting process based on budget constraints and to award to a single or multiple Applicants.

5 CONTRACT INFORMATION

5.1 Contract Qualifications

Complete a statement of acknowledgment (Attachment A - Application Form, page 1) that the Applicant has reviewed the Proposed Solano County Standard Contract (Attachment B and all Exhibits A through D-2) and has accepted it with or without qualification. If the Applicant makes qualifications, those qualifications must be identified and listed along with requested modifications to the contract that will be

subject to later negotiation. Note: Contract Exhibits A and B - the scope of work and budget - will be finalized during the contracting process; the examples included in this NOFA packet are to provide a general idea of what Exhibits A and B may look like. If the Applicant makes no qualifications to the Standard Contract, including its exhibits, then it shall be deemed that the Applicant accepts these items without reservation or any qualifications and not subject to further negotiation.

5.2 Contract Term/Duration

A contract that results from this NOFA may be awarded for up to one year (approximately November 1, 2023 – October 31, 2024) with the potential for a one-year extension at the County's discretion and only if necessary to complete implementation of the project/program.

Note: The timeframe above is estimated. The award of funds does not authorize work to begin. Contracts must be fully executed before any work for which reimbursement will be requested can begin.

5.3 Funding and Payment Structure

Funding is available through this NOFA in the total amount of \$3.2 million over one year to develop affordable housing units.

The contract to be negotiated will be a cost reimbursable contract unless another methodology is requested in the Application and accepted by Solano County during contract negotiations. Funding will be negotiated and allocated based on the Application submitted, and reimbursement for the program/services will be based on actual costs incurred. All costs such as personnel, subcontractors, operating expenses, and indirect costs must be reflected in the proposed budget.

5.4 Budget Definitions

A. Personnel Costs must include positions, salary, and "FTE" (actual percentage of time devoted to the project) for each position. Salary and fringe benefits must be pro-rated for non-full-time employees if agency provides fringe benefits to part-time employees. Salaries are fixed compensation for services performed by staff that are directly employed by the Applicant and are paid for on a regular basis. Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses. These expenses are allowable when they are included in the contract and are in accordance with the agency's approved written policies.

B. Salaries and Benefits of personnel involved in more than one project or program must be charged to each project or program based on the actual percentage of time spent on each. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved award. Functional timesheets or an allocation plan must be maintained which support the time charged.

C. Operating Expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, and equipment. Such expenses include specific items directly charged to the project or program. The expenses must be project/program-related (i.e., to further the project/program objectives) and be incurred during the award period. The County reserves the right to make the final determination if an operating expense is allowable and necessary.

D. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the Applicant agency and the performance of the project/program. The

costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. For this program, indirect costs cannot exceed 10% of the total of Salaries and Benefits, and Operating Expenses.

5.5 Contract Award Process

- A. After the evaluation of Applications and final consideration of all pertinent information available, Solano County will either reject all Applications or issue a written notice of intent to award. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposers.
- B. This NOFA, its attachments, submitted questions and their answers, and the Application shall be incorporated into the final contract.
- C. The apparent best evaluated Applicants should be prepared to enter into a contract with Solano County which shall be substantially the same as the Standard Contract included in Attachment B (including Exhibits A through D-2) to this NOFA. Notwithstanding this, Solano County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- D. Contracts must be fully executed before work can begin. Work for which reimbursement will be requested cannot begin prior to the contracted start date.
- E. If an Applicant fails to sign and return the contract drawn pursuant to this NOFA and final contract negotiations within 14 days of its delivery to the Applicant, Solano County may cancel the award and award the contract to the next best evaluated Applicant.

6 TERMS AND CONDITIONS

6.1 Protests and Appeals

Any actual Applicant who believes that the process was not conducted per the instructions provided in this NOFA and wishes to protest the notice of intent to award may submit a protest in writing to the Director of General Services within 7 calendar days after such Applicant knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

6.2 County Purchasing Policy

The County's Purchasing & Contracting Policy Manual, found at <https://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=34950> is fully incorporated into and made a part of this NOFA by this reference and governs this NOFA.

6.3 NOFA Amendment, Cancellation and Right of Rejection

- A. Solano County reserves the unilateral right to amend this NOFA in writing at any time by posting the amendment on the Solano County website. Applicants are responsible for viewing the website

periodically for any amendments to the NOFA. Applicants shall respond to the final written NOFA and any exhibits, attachments, and amendments.

- B. Solano County also reserves the right, in its sole discretion, to reject any and all Applications or to cancel or reissue the NOFA.
- C. Solano County reserves the right, in its sole discretion, to waive variances in Applications provided such action is in the best interest of County. Where Solano County waives minor variances in Applications, such waiver does not modify the NOFA requirements or excuse the Applicant from full compliance with the NOFA. Notwithstanding any minor variance, Solano County may hold any Application to strict compliance with the NOFA.

6.4 Confidentiality

Solano County will retain a master copy of each response to this NOFA. Said responses will become a public record after the award of a contract unless the Application or specific parts of the Application can be shown to be exempt by law under Government Code section 7921.000 et seq. Applicants may clearly label part of an Application as "CONFIDENTIAL" if the Applicant agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for information labeled confidential is received by the County, the County will notify the Applicant of the request and delay access to the material until 7 working days after notification to the Applicant. Within that time delay, it will be the Applicant's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

END OF NOTICE OF FUNDING AVAILABILITY

ATTACHMENTS AND EXHIBITS

- Attachment A: Application Form
- Attachment B: County Standard Contract

COUNTY ADMINISTRATOR'S OFFICE



**SOLANO
COUNTY**

**Notice of Funding Availability:
Affordable Housing Development**

ATTACHMENT A – APPLICATION FORM		
COUNTY OF SOLANO County Administrator's Office	ISSUE DATE	September 15, 2023
	NOFA Coordinator:	Anne Putney AMPutney@solanocounty.com
<p>Submit Applications to: <u>AMPutney@solanocounty.com</u></p> <p>Subject Line: NOFA Affordable Housing Development Application Submission</p> <p>Applications must be received no later than October 23, 2023, 5:00 P.M. PST <u>Late Applications will not be accepted.</u></p>		
<p>Application Instructions: <i>Applicants must fully complete this Application form (Attachment A), responding to every question, and attach all necessary requested documents. Applicants must fill in desired check boxes and adhere to page limits where indicated.</i></p>		

Affordable Housing Development
Applicant Organization:
Applicant Address:
Form of Business: <input type="checkbox"/> For-profit <input type="checkbox"/> Non-profit <input type="checkbox"/> Government Agency <input type="checkbox"/> Other:
Program Summary: Provide a brief summary of your project (100 words maximum)
Total Amount of Funding Requested:

Affordable Housing Development

The undersigned acknowledges that the County's Standard Contract (Attachment B, including Exhibits A through D-2) has been reviewed and that, if awarded, all contract terms and conditions are accepted.

YES NO If NO, What Qualifications to Contract are requested?:

The undersigned certifies and makes assurance of the Applicant's compliance with:

- All requirements, terms, and conditions of the NOFA for Affordable Housing Development, including federal regulations and U.S. Treasury guidelines for the ARPA program;
- The laws of the County of Solano <https://www.codepublishing.com/CA/SolanoCounty/>;
- Title VI of the federal Civil Rights Act of 1964 <https://www.hhs.gov/civil-rights/for-individuals/special-topics/need-families/civil-rights-requirements/index.html>;
- Title IX of the federal Education Amendments Act of 1972 <https://www.justice.gov/crt/title-ix-education-amendments-1972>
- The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government <https://www.eeoc.gov/statutes/laws-enforced-eeoc>
- The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government <http://www.ada.gov/pubs/ada.html>;
- All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America;
- The condition that the submitted Application was independently arrived at, without collusion, under penalty of perjury; and
- The condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Applicant in connection with the Procurement under this NOFA.

YES NO A NO response shall disqualify this Application.

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

ORGANIZATION _____

SIGNATURE _____

DATED _____

FED EMPLOYER
ID NO. _____

PRINTED NAME _____

TITLE _____

If signature is other than "Executive Director," evidence showing authority to bind the organization must be attached.

Affordable Housing Development

PERSON RESPONSIBLE FOR PREPARATION OF APPLICATION

NAME		TITLE	
ADDRESS			
CITY		STATE	ZIP CODE
PHONE NUMBER	E-MAIL ADDRESS	CELL PHONE NUMBER (OPTIONAL)	
<input type="checkbox"/> PRIMARY CONTACT RELATED TO THIS APPLICATION <input type="checkbox"/> INCLUDE ON EMAIL CORRESPONDANCE RELATED TO THIS APPLICATION			

SIGNATORY ON PAGE 2

<input type="checkbox"/> Same as Section A above.			
NAME		TITLE	
ADDRESS			
CITY		STATE	ZIP CODE
PHONE NUMBER	E-MAIL ADDRESS	CELL PHONE NUMBER (OPTIONAL)	
<input type="checkbox"/> PRIMARY CONTACT RELATED TO THIS APPLICATION <input type="checkbox"/> INCLUDE ON EMAIL CORRESPONDANCE RELATED TO THIS APPLICATION			

PERSON RESPONSIBLE FOR PROGRAM AND CONTRACT MANAGEMENT

<input type="checkbox"/> Same as Section A above. <input type="checkbox"/> Same as Section B above.			
NAME		TITLE	
ADDRESS			
CITY		STATE	ZIP CODE
PHONE NUMBER	E-MAIL ADDRESS	CELL PHONE NUMBER (OPTIONAL)	
<input type="checkbox"/> PRIMARY CONTACT RELATED TO THIS APPLICATION <input type="checkbox"/> INCLUDE ON EMAIL CORRESPONDANCE RELATED TO THIS APPLICATION			

SECTION 1: PROJECT NARRATIVE

Describe the capacity of the organization to provide the activities proposed under this NOFA and the proposed strategy **(5 pages maximum)**. At a minimum, please include:

- Organization's experience in developing/administering affordable housing
- Resumés of key personnel who will be working on the project/program
- A detailed proposal of the project/program
- A description of the nexus between the ARPA final rule and the proposed project/program

SECTION 2: CONTRIBUTION TO AFFORDABLE HOUSING STOCK

Describe how the project/program will contribute to the county's affordable housing stock (2 pages maximum). At a minimum, please include:

- How many new affordable units will be created?
- Will the units be located in the unincorporated areas of Solano County? If not, where will they be located?
- How long is the proposed affordability period?
- Does the project/program align with and meet the goals of the County's Housing Element?

SECTION 3: POPULATION SERVED/EQUITY

Describe who will benefit from this project/program (2 pages maximum). At a minimum, please include:

- What are the income limits, by percentage, of proposed occupants?
- How will diversity, equity, and inclusion of occupants be ensured by the project/program?
- Will preference/priority be given to Solano County residents?

SECTION 4: BUDGET AND PROJECT SCHEDULE

A. Provide a detailed budget and timeline for this project/program (3 pages maximum for Section 4A only). At a minimum, please include:

- What percentage of funding is requested in relation to the total project cost? (higher points will be allocated to lower percentages)
- Timeline that shows how 100% of ARPA funds awarded would be spent prior to October 31, 2024
- Is the Applicant making any equity investment? If yes, how much?
- When will the project be ready for occupancy? How will you ensure the project/program will be completed within this timeframe?

B. Provide a line-item budget utilizing the following format. For staffing, indicate title of position, such as Program Director, Case Manager, etc., under Description. For operating expenses, indicate actual expense, such as Office Supplies, Telephone, etc. Add rows as necessary.

Generally, Solano County pays by line item, on a reimbursement basis. If you are requesting a different payment methodology due to the nature of your Application or organization, please indicate that here with a justification of why a different methodology is needed. Note: alternate payment methodologies are not guaranteed and will be discussed during contract negotiations.

Category	Description	Solano County	Other Funds contributing to the project (identify source in narrative)	Total Budget
Capital expenditures				
Staffing				
Operating expenses				
Overhead expenses (no more than 10% of total budget)				
Other (describe)				
Total:	N/A			

C. Provide audited financial statements for the last three full years issued (including Management Letters, if issued). If financial statements are on a publicly available website, please provide a link directly to the financial statements. Otherwise, please provide financial statements as documents attached to the submission e-mail. If Applicant does not have audited financial statements, provide unaudited statements of revenue and expenditures (and balance sheet if applicable) as a separate attachment and explain why the Applicant has no audited financial statements.

SECTION 5: PARTNERSHIPS AND LOCAL SUPPORT

Describe the collaboration between the Applicant and the local government and community where the project/program will be located (2 pages maximum). At a minimum, please include:

- A letter of support from the local government leadership where the project/program will be located, or an explanation of why one has not been obtained
- Describe the Applicant's knowledge of the local jurisdiction and ability to comply with all local laws, regulations, and policies
- Describe any community outreach that has been done, or will be done, related to the project/program, and any results to date

SECTION 6: ACCESS TO OPPORTUNITY

Describe how the location of project/program is centralized to meet the typical needs of lower-income households (2 pages maximum). At a minimum, please include:

- Information related to available transportation in the immediate vicinity and in the community as a whole
- Describe employment opportunities to earn a livable wage in the immediate vicinity and in the community as a whole
- Describe services (e.g. medical) and shopping (including groceries) that are in the immediate vicinity and in the community as a whole that are easily accessible

BONUSES:

Bonus 1: Does the project/program primarily serves the elderly, veterans, or people with disabilities? (1/2 page maximum). If yes, please include:

- Which population(s)?
- Description of service

Bonus 2: Is the project/program "shovel ready" (ready to be implemented shortly after contract execution) (1/2 page maximum). If yes, please include:

- List of permits and reports not yet received

COUNTY STANDARD CONTRACT

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions
- Exhibit D-1 – Drug-Free Workplace Certification
- Exhibit D-2 – Sample Contractor Assurances

This Contract is made on _____, 2022.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME:	AUTHORIZED SIGNATURE _____
SIGNATURE:	TITLE _____
PRINTED NAME AND TITLE _____	ADDRESS _____ CITY STATE ZIP CODE
ADDRESS _____ CITY STATE ZIP CODE	Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form: _____ COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 12/11/20

SCOPE OF WORK

Actual scope of work to be negotiated upon contract award and will vary based on the type of project(s)/program(s) funded under this NOFA.

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

The Method of Payment will be determined based on the type of project(s)/program(s) funded under this NOFA.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp

GENERAL TERMS AND CONDITIONS**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark,

invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written

authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not

limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract

in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to

avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and

(iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. SUB-RECIPIENT COMPLIANCE

A. All or part of this contract will be paid with Federal awards. Contractor may be designated as a Sub-recipient and the federal funds received under this contract may be designated as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Funds, payments, expenses, and procurements under this contract must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including but not limited to, the US Treasury Final Rule (31 CFR Part 35), CSLFRF Compliance Reporting Guidance, and CSLFRF Frequently Asked Questions and all amendments or successor laws, regulations, or guidance thereto.

B. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any contracts it enters into with other parties relating to or involving funding under this contract.

C. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA CSLFRF funding. Contractor shall return to County any funds disallowed within (90) ninety days of notification from County to return such funds.

D. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a Sub-recipient:

- (i) Subrecipient name (which must match the name associated with its unique entity identifier): **Agency Name**
- (ii) Subrecipient's unique entity identifier: **Agency UEI**
- (iii) Federal Award Identification Number (FAIN): SLFRP1180
- (iv) Federal Award Date: March 11, 2021
- (v) Subaward Period of Performance Start and End Date: **Generally, Term of Contract**
- (vi) Subaward Budget Period Start and End Date: **Generally, Term of Contract**
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **Generally, Contract Budget**
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **Generally, Contract Budget**
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **Generally, Contract Budget**
- (x) Federal award project description: American Rescue Plan Act Direct Payment for Specified Use
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: Provided by the Department of the Treasury to the County of Solano. County Administrator Bill Emlen cao-clerk@solanocounty.com.
- (xii) Assistance Listings number and Title: 21.027 Coronavirus State and Local Fiscal Recovery Funds
- (xiii) Identification of whether the award is R&D: No
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **Indirect from contract, if applicable**

County will provide any additional required information regarding the Federal Award upon receipt of funding documents from the funding source.

2. REPORTING

Contractor agrees to comply with and support all applicable ARPA CSLFRF reporting requirements and all reporting requirements otherwise stated in the contract, including, but not limited to, providing reports to the County as requested. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

Contractor shall be responsible for ARPA CSLFRF related reporting by project, including but not limited to:

- Quarterly reporting on performance as related to activities and outcomes identified in Exhibit A;
- Identifying primary, secondary, and tertiary impacted and/or disproportionately impacted populations served;
- Identifying the structure and objectives of assistance programs, including negative economic impacts experienced;
- Identifying how Contractor's approach to ensuring response is reasonable and proportional to negative economic impacts of the COVID-19 pandemic;
- Identifying the amount of the project spending that is allocated toward evidence-based interventions;
- Identifying if a program evaluation is being conducted;
- Identifying efforts to promote equitable outcomes, including how programs were designed with equity in mind; and
- Other reporting based on project category.

3. UNIFORM ADMINISTRATIVE, COST PRINCIPLES, AND AUDIT REQUIREMENTS

A. Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

B. Contractors who receive federal funding which taken together total over \$750,000 in a single fiscal year are required to have a single agency audit in accordance with 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

4. SYSTEM FOR AWARD MANAGEMENT

Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this contract unless the entity has provided its Unique Entity Identifier to County. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

5. PUBLIC ACKNOWLEDGEMENT OF FUNDS

Contractor shall appropriately acknowledge funding from the County of Solano ARPA CSLFRF.

Appropriate acknowledgement is defined as follows:

- A. Includes the County of Solano logo;
- B. Includes the statement, "Made possible by funding from the County of Solano";
- C. The statement and logo must be included in all public materials that mention the funded programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

6. START-UP PERIOD

Without limiting any remedy available under section 4 or section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, County reserves the right, in the sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

SAMPLE CONTRACTOR ASSURANCES

This is a grant funded contract and as the duly authorized representative of the (Agency), I certify that (Agency):

Will assure that use of funds under this grant will support efforts related to supporting appropriate prevention, intervention, supervision, services and strategies to reduce recidivism in California's mentally ill offender population, as well as improving outcomes for these offenders.

Will assure that funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (for example: Health and Social Services and the Sheriff's Office).

Will assure that salaries and benefits are not also claimed or reimbursed under another separate agreement or funding stream.

Will establish a proper accounting system in accordance with generally accepted accounting standards and County directives.

Will maintain timesheets on all staff charged to this contract and, for split-funded positions, maintain functional timesheets or conduct time studies (estimates and/or percentages are not acceptable) that can be easily tied back to reimbursement invoices.

Will maintain and update service delivery logs for billing (e.g. client sign-in logs, time/duration of services).

Will give the State or County, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to this contract, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by the State or County through any authorized representative, with regard to examination of contract-related records, accounts, documents, information and staff.

Will comply with applicable provisions governing the County access to records, accounts, documents, information, facilities, and staff.

Cooperate with any compliance review or complaint investigation conducted by the County.

Give County access to and the right to examine and copy records, accounts, and other documents and sources of information related to the Contract and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by State or County guidance, requirements, and applicable laws.

Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or requested by the County; submit timely, complete, and accurate reports to the appropriate County officials; and maintain appropriate backup documentation to support the reports.

Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Will provide timely notifications to County of any developments that have a significant impact on contract-supported activities, including changes to key program staff.

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.

Will ensure that funds applied toward contract services do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Will ensure that the expenses submitted on Contractor's invoices are true and correct, incurred in the course of delivering contracted services, and that no part has been paid or reimbursed from other sources.

Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These laws and regulations include, but are not limited to:

Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation

in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.

Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19, relating to nondiscrimination.

Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Will not make any award or permit any contract to any party if that party has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under E.O. 12549 and E.O. 12689, "Debarment and Suspension." E.O. 12549, 44 CFR Part 17, requires recipients of awards of Federal assistance to protect the public against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Contractor certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this award had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Contractor must notify the County if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that reasonable steps be taken to provide meaningful access to their programs and services. "Meaningful access" may entail providing language assistance services, including oral and written translation, where necessary. The Contractor is encouraged to consider the need for language services for Limited English Proficiency (LEP) persons both in developing budgets and in conducting programs and activities.

Understands that failure to comply with any of these assurances may result in suspension or termination of contract.

Signature of Authorized Agent:

Printed Name of Authorized Agent:

Title: _____ Date: _____