

CONSULTANT AGREEMENT

Habitat for Humanity of OC, Inc.

Home Repair Program

THIS AGREEMENT is made this 14th day of July 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation of the State of California, hereinafter referred to as "CITY," and **HABITAT FOR HUMANITY OF ORANGE COUNTY, Inc.**, a California nonprofit corporation, hereinafter referred to as "CONSULTANT."

RECITALS

The following recitals are a substantive part of this Agreement:

1. The CITY has applied for and received Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended;
2. The CITY wishes to engage the CONSULTANT to assist the CITY in utilizing such funds (for purposes of the Agreement, collectively referred to as CDBG funds) to provide rehabilitation and construction management services for the City's Home Repair Program participants; and
3. The provision of this service is an eligible expenditure of available CDBG funds of the CITY.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall continue in effect through June 30, 2021 unless terminated sooner. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the CONSULTANT remains in control of CDBG funds or other assets. The parties may by written amendment to this agreement extend this agreement for additional one year terms.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of the following:
 - 2.1. Activities. The CONSULTANT will be responsible for administering the Home Repair Program as set forth in the Proposal in a manner satisfactory to the CITY, in accordance with all applicable grant fund requirements, and consistent with any standards required as a condition of providing these funds.

- 2.2. Scope of Services. In addition to the normal administrative services required as part of this Agreement, the CONSULTANT agrees to provide the levels of program services set forth in Attachment "A" hereto ("Consultant's Proposal"), which attachment is incorporated herein by reference. PERMITS AND CODES. All work shall be performed in conformance with applicable laws, ordinances, regulations, and orders whether or not such applicable laws, ordinances, regulations and orders are specified in this AGREEMENT or the attachments hereto. If any discrepancy is discovered in the AGREEMENT in relation to any such law, ordinance, regulation, or order, CONSULTANT shall immediately notify CITY of the discrepancy. The CONSULTANT agrees to secure and pay for all necessary permits and licenses required for the performance of work under this AGREEMENT in compliance with applicable federal, state and local laws, regulations and requirements, including local but not limited to building and housing codes, whether or not specified in the Scope of Work.
- 2.3. Performance Monitoring. The CITY will monitor the performance of the CONSULTANT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the CONSULTANT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures may be initiated.
- 2.4. Performance Objectives. CONSULTANT represents and warrants that the activities carried out with CDBG Funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in Title 24 of the Code of Federal Regulations ("24 CFR") Part 570.208.

3. **Compensation.** CONSULTANT shall be compensated as follows:

- 3.1. Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$25,000.
- 3.2. Not to Exceed. Compensation under this Agreement shall not exceed TWO-HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00), payable in arrears and in accordance with the Proposal in Attachment "A."
- 3.3. Payment Schedule. Payment shall be made to CONSULTANT through the submission to the CITY of invoices detailing actual expenses. CONSULTANT shall be reimbursed for work performed in accordance with Attachment "A."

- 3.4. Records of Expenses: CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
 - 3.5. Documentation. CONSULTANT, at such times and in such forms as CITY or HUD may require, shall furnish CITY or HUD such statements, records, reports, data, and information as CITY or HUD may require pertaining to its performance of services hereunder and other matters covered by this Agreement.
 - 3.6. Findings Confidential. All of the reports, information and data prepared or assembled by the CONSULTANT under this Agreement, are confidential, and the CONSULTANT agrees that such materials shall not be made available to any individual or organization without the prior written approval of CITY.
 - 3.7. Inspections. CONSULTANT shall make its records and data available for inspection and audit to CITY or HUD officials with respect to all matters covered by this Agreement. Inspection and audit may be made at any time during normal business hours, after reasonable notice.
4. **General Conditions**. During the performance of this Agreement, the CONSULTANT agrees as follows:
- 4.1. General Compliance. The CONSULTANT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal, state and local laws and regulations governing the funds provided under this Agreement. The CONSULTANT further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
 - 4.2. Notices. All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Addresses of CITY and CONSULTANT are as follows:

Address of CITY is as follows:	(with a copy to):
CITY of Garden Grove Attn: Community and Economic Development Dept. 11222 Acacia Pkwy Garden Grove, CA 92840	CITY of Garden Grove Attn: CITY Attorney 11222 Acacia Pkwy Garden Grove, CA 92840

Address of CONSULTANT is:

Habitat for Humanity of Orange
County, Inc.
Attn: Sharon Ellis
2200 Ritchey St.
Santa Ana, CA 92708-5308

- 4.3. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CONSULTANT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of the CONSULTANT and shall have no entitlement in wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the CONSULTANT is an independent contractor.
- 4.4. Hold Harmless. CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including, without limitation, attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of services under the Agreement by CONSULTANT, CONSULTANT's agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT. The only exception to CONSULTANT's responsibility to protect, defend and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.
- 4.5. Recapture of Funds. CITY shall have the right to recapture all or a portion of CDBG funds dispersed to CONSULTANT, should CONSULTANT fail to comply with all of the terms and conditions of this Agreement, or refuse to accept any conditions which may subsequently be imposed by HUD for the operation of the CDBG Program. Such recapture shall include all costs of recovery incurred by CITY or HUD, including attorney fees, if any.

- 4.6. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
- 4.7. Disclosure of Documents. All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without written authorization by CITY, unless disclosure is required by law.
- 4.8. Ownership of Work Product. All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
- 4.9. Insurance Requirements.

(a) COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. Subcontractors shall provide the same insurance as required herein of CONSULTANT, and shall not commence work until all certificates and endorsements have been received and approved. CONSULTANT shall be responsible to collect and maintain all insurance from Subcontractors, and shall provide the insurance to the CITY upon request. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

(b) WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. A waiver of subrogation endorsement shall be provided waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

(c) INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(i) Commercial General Liability in the amount not less than \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(ii) Automobile Liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance

companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (iii) Commercial Crime Policy in an amount not less than \$100,000 and sufficient to protect Agreement Assets from loss due to employee theft; forgery and alteration; theft, disappearance and destruction – inside and outside; and computer fraud. (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Coverage must be called out on the insurance certificate.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.9 (c)(i) shall designate the City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY'S requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.9 (c)(ii) shall designate City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY'S requirements, as approved by the CITY.

A Loss Payee Endorsement for commercial crime policies under section 4.9(c)(iii) shall designate the City of Garden Grove as loss payee due to employee theft; forgery and alteration; disappearance and destruction – inside and outside; computer fraud, and any other losses covered by the commercial crime policy.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Garden Grove, and/or their officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for

the higher insurance limits otherwise maintained by the CONSULTANT.

- 4.10. Amendments. This Agreement constitutes the entire Agreement between the parties and supercedes any previous agreements, oral or written. CITY or CONSULTANT may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release CITY or CONSULTANT from its obligations under this Agreement. CITY may in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement. Such modifications will be incorporated only by written amendment signed by both CITY and CONSULTANT.
- 4.11. Suspension or Termination. Either party may terminate this Agreement at any time by given written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Services in Section 2 above may only be undertaken with the prior approval of CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by CONSULTANT under this Agreement shall, at the option of the CITY, become the property of the CITY, and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. CITY may also suspend or terminate this Agreement, in whole or in part, if CONSULTANT materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the CITY may declare the CONSULTANT ineligible for any further participation in CITY agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the CONSULTANT is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said Agreement funds until such time as the CONSULTANT is found to be in compliance by the CITY, or is otherwise adjudicated to be in compliance.
- 4.12. CONSULTANT's Proposal. This Agreement shall include CONSULTANT's proposal or bid which is incorporated herein as Attachment A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

- 4.13. Licenses, Permits, and Fees. At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses or certification as may be required by this Agreement.
- 4.14. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT's risk, until written instructions are received from CITY.
- 4.15. Time of Essence. Time is of the essence in the performance of this Agreement.
- 4.16. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
- 4.17. Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and CONSULTANT.
- 4.18. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
- 4.19. Interpretation. This Agreement shall be interpreted as though prepared by both parties.
- 4.20. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

5. **Section 3 Covered Assistance**

5.1 Policies and Procedures. Where CONSULTANT receives CDBG Funds for work arising in connection with housing rehabilitation, housing construction, or other public improvements, the requirements of Section 3 of the Housing and Urban Development Act of 1968 shall apply as follows:

- (a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development

Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice of advising the labor organization or workers' representative of the CONSULTANT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The CONSULTANT shall include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

6. **Documentation and Record-Keeping.**

- 6.1. Records to be Maintained. The CONSULTANT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 6.2. Retention. The CONSULTANT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.
- 6.3. Client Data. The CONSULTANT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited, to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.
- 6.4. Disclosure. The CONSULTANT understands that client information collected under this Agreement is private and the issue or disclosure of such information, when not directly connected with the administration of the CITY's or CONSULTANT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 6.5. Close-Outs. CONSULTANT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the CITY, and determining the custodianship of records.

6.6. Audits & Inspections. CONSULTANT is responsible for obtaining audits in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7) and Federal agency implementation regulations. A copy of said audit will be submitted to CITY within 60 days after the close of the fiscal year ending June 30th. Any deficiencies noted in audit reports must be fully cleared by the CONSULTANT within 30 days after receipt by the CONSULTANT. Failure of the CONSULTANT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. All CONSULTANT records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

7 Reporting and Payment Procedures

7.1. Budgets. The CONSULTANT will submit a detailed budget of a form and content prescribed by the CITY for approval by the CITY. The CITY and the CONSULTANT may agree to revise the budget from time to time in accordance with existing CITY policies.

7.2. Indirect Costs. If indirect costs are charged, the CONSULTANT will develop an indirect cost allocation plan for determining the appropriate CITY share of administrative costs and shall submit such plan to the CITY for approval.

7.3. Payment Procedures. The CITY will pay to the CONSULTANT funds available under this Agreement based upon information submitted by the CONSULTANT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the CONSULTANT, and not to exceed actual cash requirements. Payments will be adjusted by the CITY in accordance with advance fund and program income balances available in this Agreement for costs incurred by the CITY on behalf of the CONSULTANT.

7.4. Progress Reports. The CONSULTANT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

8. **Personnel & Participant Conditions.**

Civil Rights.

8.1 Compliance. The CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968

as amended, Section 109 of Title 1 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- 8.2. Nondiscrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital status, or status with regard to public assistance. The CONSULTANT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- 8.3. W/MBE. The CONSULTANT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CONSULTANT may rely on written representations by CONSULTANTS regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 8.4. Access to Records. The CONSULTANT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- 8.5. Notifications. The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONSULTANT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 8.6. EEO/AA Statement. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that it is an Equal Opportunity or Affirmative Action employer.
 - 8.7. Subcontract Provisions. The CONSULTANT will include the provisions of Paragraphs 6.1 through 6.4, Civil Rights, and Paragraphs 6.5-6.9, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of the CONSULTANT's subcontractors.
9. Employment Restrictions.
- 9.1. Prohibited Activity. The CONSULTANT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.
 - 9.2. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participants' health or safety.
 - 9.3. Subcontracts. The CONSULTANT will include HUD's, Section 3 Clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the CONSULTANT's subcontractor is in violation of regulations issued by the Grantor Agency. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
10. Conduct.
- 10.1. Assignability. The CONSULTANT shall not assign or transfer any interest in this Agreement without prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the CONSULTANT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.
 - 10.2. Conflict of Interest. The CONSULTANT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner

or degree with the performance of services required under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the CONSULTANT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY or of any designated public agencies or CONSULTANT's which are receiving funds under the CDBG Entitlement program.

10.3. Subcontracts.

- a. Subcontract Approval. The CONSULTANT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.
- b. Monitoring. The CONSULTANT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content. The CONSULTANT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process. The CONSULTANT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

- 10.4 Copyright. If the Agreement results in any copyrightable material, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

SIGNATURE BLOCK ON FOLLOWING PAGE

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"CITY"
CITY OF GARDEN GROVE, a municipal corporation.

By: _____
Scott Stiles, City Manager

Date: _____

ATTESTED:

Teresa Pomeroy, City Clerk

Date: _____

APPROVED AS TO FORM:

Oman Sandoval, City Attorney

Date: _____

"CONSULTANT"
Habitat for Humanity of Orange County, Inc.

By: _____

Name: _____

Title: _____

Date: _____

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, a Statement of Partnership must be submitted to CITY.

ATTACHMENT A

SCOPE OF SERVICES AND BUDGET CITY OF GARDEN GROVE & HABITAT FOR HUMANITY OF ORANGE COUNTY

A SCOPE OF SERVICES

This project is designed to provide rehabilitation and construction management services for the City's Home Repair Program. Habitat for Humanity of Orange County shall provide home improvement services for all participants in the Home Repair Program. Home improvement services include, but are not limited to: exterior painting, window replacement, termite and pest remediation, electrical, plumbing, heating (HVAC), handicap accessibility (wheelchair ramp, grab bars, walk-in shower, etc.), and roof repair or replacement. Repairs are limited to improvements that bring the participant's home into compliance with the City's Health, Safety or Building Codes and must be approved by a City Building Inspector prior to the start of rehabilitation. Habitat for Humanity of Orange County will also be responsible for managing the construction for each project and ensuring all projects are completed in accordance to the City's standards.

Between **July 1, 2020** and **June 30, 2021**, Habitat for Humanity of Orange County will provide for the rehabilitation of 40 single-family homes through the Home Repair Program.

B. PERFORMANCE MEASURES

All work performed under this agreement must meet industry standards and meet the satisfaction of the homeowner. The rehabilitation work must be approved by the City Building Inspector prior to payment being issued to Habitat for Humanity of Orange County.

C. PROJECT BUDGET

Habitat for Humanity of Orange County Budget **\$240,000.00**