AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND HOUSING TOOLS

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Housing Tools ("Contractor") for the purpose of assisting with Permanent Local Housing Allocation (PLHA) grant administration for Tehama County and the Cities of Red Bluff and Tehama.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform the tasks as outlined in Exhibit B. Each outlined task includes a scope of work, schedule, and proposed budget. This agreement shall supersede Miscellaneous Agreement #371PA22.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$113,410. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2023 of signing and shall terminate June 30, 2026 unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director

7. <u>ENTIRE AGREEMENT; MODIFICATION</u>

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. <u>EMPLOYMENT STATUS</u>

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. <u>INDEMNIFICATION</u>

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's

"independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. <u>INSURANCE</u>

Contractor shall procure and maintain insurance pursuant to <u>Exhibit A</u>, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:

Tehama County Health Services Agency

Attn: Executive Director

P.O. Box 400

Red Bluff, CA 96080 (530) 527-8491

If to Contractor:

Housing Tools 3400 Cottage Way

Suite B

Sacramento, CA 95825

(916)692-8544

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. <u>LICENSING OR ACCREDITATION</u>

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. <u>HAZARDOUS MATERIALS</u>

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. <u>HARASSMENT</u>

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES - BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to

1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

	COUNTY OF TEHAMA
Date: 7-12-23	Janue Abotthe
	Jayme S Bottke, Executive Director
	HOUSING TOOLS
Date: $\frac{7/12/23}{}$	
	James Coles, Principal
Contractor Number	
Vendor Number	
Budget Account Number	

Standard Form of Agreement - Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall 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 described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

<u>Professional Liability</u> (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B



3400 Cottage Way, Suite B, Sacramento, CA 95825 (916) 692-8544 | housing-tools.com

June 7, 2023

Jayme S. Bottke
Executive Director
Tehama County Health Services Agency
P.O. Box 400
Red Bluff, CA 96080

RE: Proposal for Fiscal Years 2023-24, 2024-25, and 2025-26 Scope of Services

Dear Ms. Bottke,

This letter outlines a proposed scope of housing and community development services centered on the Permanent Local Housing Allocation (PLHA) Program. The proposed scope of services was informed by the May 25, 2023 meeting between you, Alexis Ross of Tehama County, Andrea Curry of the Tehama County Continuum of Care, and Jessica Candela of Housing Tools. We appreciate the opportunity to continue working with you.

Purpose of the Proposal

Housing Tools ("Consultant") presents the following proposal to Tehama County ("Client"). The Client's Health Services Agency Director has requested that Housing Tools submit a proposal for PLHA services for the multi-year period of 2023-2026 ("Services").

Scope of Services and Schedule

Consultant will provide the following services as described below relating to PLHA. The PLHA Program is administered by the California State Department of Housing and Community Development (HCD). Services are grouped into the activities listed below.

- Activity 1: PLHA Formula Funds
- Activity 2: Request for Proposals
- Activity 3: Coordination and General Technical Assistance

Below is an itemized listing of proposed tasks. Each task includes scope of work, schedule, and proposed budget. *Each task will be billed hourly, not to exceed the amount shown in the budget column*. You may choose to incorporate some or all of these tasks into a contract for PLHA services with Housing Tools.



Activity/Task	Scope of Work	Schedule	Proposed Budget
Activity 1: Permanent Local Housing Al	ousing Allocation (PLHA) Formula Funds		
Task 1.1: Annual Progress Reports (APRs)	Housing Tools takes the lead on preparing the three (3) Annual Progress Reports (APRs) for the County and the Cities of Red Bluff and Tehama, and any amendments requested by HCD. The County will submit the APRs to HCD and copy Housing Tools on the correspondence.	Annually, July 1 st to 31 st in 2023, 2024, and 2025	\$5,000
Task 1.2: Annual Streamlined Applications	Housing Tools takes the lead on preparing the three (3) Annual Streamlined Applications for the County and the Cities, and any amendments requested by HCD. The County will submit the Annual Streamlined Applications to HCD and copy Housing Tools on the correspondence.	Annually July 1st to December 31st in 2023 and 2024 depending on NOFA schedule	\$3,300
Task 1.3: 2 nd 5-Year Cycle of Formula Funds	Housing Tools takes the lead on preparing the Plans/Applications for the 2nd 5-year cycle of formula funds. This is up to four (4) applications for the County and the Cities (including the City of Corning). Housing Tools will project manage, prepare materials, and help submit applications. Materials include Legally Binding Agreements, Plan/Application forms, resolutions, public notices, staff reports, presentations, and supporting documentation. The County provides assistance as needed as the administrative entity, including reviewing all materials, coordinating governing body meeting materials, and submitting applications.	July 1st to December 31st in 2025, depending on NOFA schedule	\$18,000



Task 1.4: Requests for Funds and Supporting Documentation	Housing Tools takes the lead on Requests for Funds and Supporting Documentation for the County and the Cities, including coordination, preparing materials, project management, etc. The County reviews items and provides assistance as needed as the administrative entity.	Ongoing July 1, 2023 to June 30, 2026	\$13,750
Task 1.5: Monitoring of Subgrantee Projects	Housing Tools takes the lead on monitoring subgrantee projects once during the grant period as required by the Standard Agreement. This includes coordination/correspondence, preparing materials, and conducting onsite visits in Tehama County. The County reviews items and provides assistance as needed as the administrative entity. Monitoring will include, but may not be limited to, navigation center operations and supportive/case management services.	January to June 2025	\$5,000
Task 1.6: Project Files Documentation	Housing Tools takes the lead on Project Files Documentation for the County and Cities including coordination, preparing materials, organizing files, etc. The County reviews items and provides assistance as needed as the administrative entity.	Ongoing July 1, 2023 to June 30, 2026	\$7,500
Task 1.7: Preparing and Maintaining the Formula Funds Tracking System	Housing Tools takes the lead on Preparing and Maintaining the Tracking System for Formula Funds for the County and Cities. The County reviews and provides assistance as needed as the administrative entity.	Ongoing July 1, 2023 to June 30, 2026	\$7,500
Task 1.8: Correspondence and Coordination	Housing Tools assists with correspondence and coordination with HCD, Cities, CoC, and service providers, as well as additional tasks as directed by the County that are not reflected in 1.1-1.7. This may include reviewing Standard Agreements and Amendments.	Ongoing July 1, 2023 to June 30, 2026	\$13,750
Activity 1 Total	1000 C	STATE OF THE STATE	\$73,800

Activity 2: Request for Proposals	ials		
Task 2.1: Draft Request for Proposal (RFP) & Memorandum of Understanding (MOU)	The CoC and County both have RFP templates that Housing Tools can modify. Housing Tools will prepare the RFP and MOU documents to be responsive to PLHA guidelines and the County's 5-year plan, including navigation center operations and/or supportive/case management services. The County reviews the RFP and MOU within two weeks.	July to August 2023	\$6,500
Task 2.2: Revise and Publish RFP and MOU	Housing Tools makes revisions based on County staff and County Counsel comments. The County assists in publishing the RFP with the MOU as an attachment. Housing Tools compiles a list of potential respondents and emails the RFP to the list.	August to September 2023	\$860
Task 2.3 Administer RFP	Housing Tools administers the RFP, coordinating Q&A materials and the review and ranking committee process. Housing Tools participates in the evaluation of proposals and conducts interviews if deemed appropriate by the County. The County assists in publishing the Q&A materials and participates in the review and ranking committee. The RFP should be open for at least six weeks.	September to November 2023	\$4,000
Task 2.4: Present Recommended Service Provider(s) to Board of Supervisors	Housing Tools prepares materials in collaboration with the County to be presented to the Board of Supervisors regarding the RFP process and the recommended service provider(s). Housing Tools participates in the in-person Board presentation.	November to December 2023	\$2,000
Task 2.5: Kickoff Meeting with Service Provider(s)	Housing Tools coordinates a kickoff meeting with the chosen service provider(s), the County, and the CoC. The meeting will provide a venue to discuss next steps and the PLHA requirements of all parties.	January to February 2024	\$1,250
Activity 2 Total			\$14,610



Activity 3: Coordination and General	ieneral Technical Assistance		
Activity 3.1: Monthly Coordination Meetings	Housing Tools facilitates monthly coordination meetings with the County and the CoC. Housing Tools will set up meetings using Zoom, prepare agendas, take notes, and coordinate follow-up items. The County and CoC will attend the meetings and work on follow-up items.	Ongoing July 1, 2023 to June 30, 2026	\$20,000
Activity 3.2: General Technical Assistance	Conduct work outside of other proposed tasks as requested by County due to changing circumstances or unanticipated needs.	Ongoing July 1, 2023 to June 30, 2026	\$5,000
Activity 3 Total	Left says and trajents con an absent jet all, a contagne of		\$25,000
OVERALL TOTAL			\$113,410



Consultant Expertise

Our first-hand experience working in the public sector provides us with an intimate understanding of local government context, challenges, and opportunities. The foundation of our work in this arena is inclusive, transparent, and constructive community outreach. Whether our efforts are homeless initiatives, housing plans, fund development, or policy analysis and evaluation, we are eager to help you make your community more vibrant and equitable. We guide community planning processes that incorporate comprehensive community outreach and build on community strengths. Our planning work has included Housing Elements, HUD Consolidated Plans, Homeless Plans, and Permanent Local Housing Allocation (PLHA) Plans. We provide comprehensive PLHA grant administration and technical assistance services.

Insurance

Consultant maintains liability insurance that covers the firm's employees in executing its normal business activities. The amount of coverage is \$1 million per occurrence and \$2 million in aggregate. Consultant also maintains auto insurance at \$1 million per occurrence and workers compensation insurance at \$1 million per occurrence. Consultant may provide Client with an insurance certificate naming the Client as Additional Insured at Client's request.

Project Staffing

The budget is based on the following hourly rates, travel, and printing costs, which are current as of June 2023. The budget includes hourly rates, travel reimbursement, printing costs, and course of business costs such as leases, insurance, equipment, training, utilities, taxes, etc.

These rates are subject to increase during the term of the contract on an annual basis.

Cost	Rate
Principal	\$150/hour
Community Development Manager	\$150/hour
Senior Project Manager	\$130/hour
Project Manager	\$110/hour
Assistant Project Manager	\$100/hour
Labor Compliance Specialist	\$100/hour
Administrative	\$90/hour
Travel Reimbursement	\$0.655/mile
Printing and Media Reimbursement	100% of cost

Page 6 of 7



Below is a summary of the not-to-exceed amount for the services described above for Tehama County for the 2023-2026 fiscal years.

Tehama County Contract Amour	
Activity 1	\$73,800
Activity 2	\$14,610
Activity 3	\$25,000
Total	\$113,410

Thank you for your interest in our firm's PLHA and housing and community development services. Please do not hesitate to let me know of any questions you may have at <u>jcoles@housing-tools.com</u> or (530) 513-3116.

Sincerely,

James Coles

Principal

CC: Alexis Ross, Assistant Executive Director, Program Tehama County Health Services Agency

E-Contract Review Approval as to Form

Department Name:

Health Services Agency

Vendor Name:

Housing Tools

Contract Description: For the purpose of assisting with Permanent Local Housing

Date: 07/12/2023

Allocation grant administration

APPROVED AS TO FORM:

Margaret Long

Office of the Tehama County Counsel Margaret E. Long, County Counsel

MINUTE ORDER BOARD OF SUPERVISORS COUNTY OF TEHAMA, STATE OF CALIFORNIA

CONSENT AGENDA

(ΙΑ	votes	were	conducted	via	roll	call	by	the	Clerk.)

RESULT: ADOPTED [UNANIMOUS]

MOVER: John Leach, Supervisor - District 5
SECONDER: Matt Hansen, Supervisor - District 4

AYES: Moule, Hansen, Leach, Nolen, Carlson

6. HEALTH SERVICES AGENCY / ADMINISTRATION

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Housing Tools for the purpose of assisting with the Permanent Local Housing Allocation (PLHA) grant administration for Tehama County and the Cities of Red Bluff and Tehama as outlined in Exhibit B with a maximum compensation not to exceed \$113,410, effective 7/1/23 and shall terminate 6/30/26.

(Miscellaneous Agreement #2023-242)

STATE OF CALIFORNIA)	
)	SS
COUNTY OF TEHAMA)	

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 25th day of July, 2023.

DATED: July 25, 2023

JENNIFER A. VISE, County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California

Denuty