

**FUNDING AGREEMENT
FOR USE OF FY 2011-2012
FEDERAL PROGRAM FUNDS**

The following is an agreement, dated for convenience as of July 1, 2011, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and XXX, hereinafter called "CONTRACTOR."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with federal funding from CDBG, ESG, and HOME, hereinafter called "Federal Funding"; and

WHEREAS, the Sonoma County Board of Supervisors did on DATE, approve the use of \$XXX in fiscal year 2011-2012 federal funds for Fair Housing of Sonoma County;

NOW, THEREFORE, COMMISSION and CONTRACTOR for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: CONTRACTOR agrees to provide the services described in this Agreement for a period beginning July 1, 2011, and continuing until June 30, 2012, unless extended by mutual written agreement of the parties hereto or terminated pursuant to paragraph 13.

2. General Compliance: The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Contractor also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Contractor further agrees to utilize federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

3. Scope of Services: CONTRACTOR shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, attached hereto and incorporated herein by specific reference.

TYPE OF FUNDING <input type="checkbox"/> ESG CFDA #14.231 <input checked="" type="checkbox"/> CDBG-CFDA #14.218 <input type="checkbox"/> HOME CFDA #14.239	TYPE OF PROJECT <input type="checkbox"/> CITY/TOWN <input checked="" type="checkbox"/> PUBLIC SERVICE <input type="checkbox"/> COUNTYWIDE /UNINCORPORATED <input type="checkbox"/> AFFORDABLE HOUSING <input type="checkbox"/> CHDO <input type="checkbox"/> TBRA <input type="checkbox"/> COUNTY-OWNED PUBLIC FACILITIES & IMPROVEMENTS	ATTACHED EXHIBITS <input checked="" type="checkbox"/> EXHIBIT A-Scope of Services <input checked="" type="checkbox"/> EXHIBIT B-Budget <input type="checkbox"/> EXHIBIT C-Construction <input type="checkbox"/> EXHIBIT D-Davis-Bacon <input checked="" type="checkbox"/> EXHIBIT E-Environmental <input type="checkbox"/> EXHIBIT F-Real Property <input type="checkbox"/> EXHIBIT G-HMIS <input type="checkbox"/> EXHIBIT H-HOME <input type="checkbox"/> EXHIBIT I-_____
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4. Payment: COMMISSION agrees to pay to CONTRACTOR amounts not to exceed the costs incurred by CONTRACTOR consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after CONTRACTOR submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly.

5. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COMMISSION: Sonoma County Community Development Commission
 1440 Guerneville Road
 Santa Rosa, California 95403

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

6. Assignment/Delegation: Except as provided above, neither party hereto shall assign, sublet, or transfer any interest in or duty under, this Agreement without written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. Operational Changes: CONTRACTOR shall forward any material modifications to its program, policies, or procedures to COMMISSION.

8. Subcontracts: CONTRACTOR 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. CONTRACTOR shall monitor all subcontracted services on a regular basis to ensure contract compliance. CONTRACTOR shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

9. Status of Contractor: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

10. Insurance: With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all sub-contractors to maintain insurance as described below:

a) Workers' Compensation Insurance

Insurance with Statutory limits required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Community Development Commission.

b) General Liability Insurance

Commercial or Comprehensive Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said comprehensive or commercial liability insurance shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. The Sonoma County Community Development Commission, its officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
3. The insurance provided herein is primary coverage to the Sonoma County Community Development Commission with respect to any insurance or self-insurance programs maintained by the Commission.
4. This policy shall not be canceled or materially changed without first giving thirty (30) days written notice to the Sonoma County Community Development Commission.

c) Automobile Liability Insurance

Insurance covering bodily injury and property damage in the amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Community Development Commission.

d) Documentation

The following documentation of insurance shall be submitted to the COMMISSION:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement by COMMISSION.
2. Signed copies of the specific endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of the execution of this Agreement.
3. Upon COMMISSION's written request, certified copies of insurance policies. Said policies shall be submitted within thirty (30) days of COMMISSION's request.

e) Policy Obligations

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

f) Material Breach

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed in material breach of the contract. COMMISSION, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COMMISSION may purchase such required insurance coverage and without further notice to CONTRACTOR, COMMISSION may deduct from sums due to CONTRACTOR any premium costs advanced by COMMISSION for such insurance. These remedies shall be in addition to any other remedies available to COMMISSION.

11. Indemnification: CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including CONTRACTOR, arising out of or in connection with the performance of CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, CONTRACTOR's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of CONTRACTOR, subject to CONTRACTOR's approval, which approval shall not be

unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

12. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856.

No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving written notice to CONTRACTOR for services rendered to such date. If CONTRACTOR shall fail to perform any of its obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving CONTRACTOR written notice of such termination. In such event, CONTRACTOR shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

COMMISSION will give CONTRACTOR thirty (30) days written notice of termination of the Agreement. CONTRACTOR shall have the right to initiate the cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement and shall complete said cure within ninety (90) days of the date of the written notice of termination.

Both parties have entered into this Agreement in reliance on the representation of the federal government that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to CONTRACTOR under this Agreement in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. CONTRACTOR agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually funded by the federal government.

14. Reporting: CONTRACTOR agrees to provide a written quarterly report five (5) days after the end of each quarter. Each quarterly report shall describe the progress of the project.

Within five (5) days after the termination date of this Agreement, CONTRACTOR agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

15. Amendments: The COMMISSION or CONTRACTOR may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this

Agreement, nor relieve or release the COMMISSION or CONTRACTOR from its obligations under this Agreement.

The COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the 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 COMMISSION and CONTRACTOR.

16. Publicity: Any publicity generated by CONTRACTOR for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

17. Fair Housing and Equal Opportunity Certifications

CONTRACTOR hereby assures and certifies that it will comply with the following Acts and/or Executive Orders:

a) Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to CONTRACTOR. This assurance shall obligate CONTRACTOR, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b) Fair Housing Act of 1968

The Fair Housing Act (42 U.S.C. 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. CONTRACTOR shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c) Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d) Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e) Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts and affirmative action shall be taken to ensure equal employment opportunity. CONTRACTOR will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

f) Executive Order 13166 -- Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or

understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

The CONTRACTOR must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. the frequency with which LEP persons utilize these programs and services;
3. the nature and importance of the program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the CONTRACTOR. CONTRACTOR shall develop and implement a LEP policy consistent with the above guidelines and provide the COMMISSION with copies of its LEP Policy.

g) Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities.

h) Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

i) Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

18. Other Federal Requirements

a) Audit Requirements

CONTRACTOR shall comply with audit requirements of the Office of Management and Budget, OMB Circular A-110 ("Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations") and OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations").

Specifically, CONTRACTOR shall obtain an annual program specific or single audit, as required. CONTRACTOR shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within one hundred twenty (120) days after the end of the CONTRACTOR's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

b) Records

CONTRACTOR agrees to make available for inspection and audit to representatives of COMMISSION, federal, state, and/or local county governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of CONTRACTOR, and this Agreement and to maintain said records for a minimum of four (4) years from the date of COMMISSION's submission of the annual performance and evaluation report in which the funded activity is reported on for the final time. CONTRACTOR further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations.

If COMMISSION should determine that CONTRACTOR is not using funds in accordance with this Agreement, or that the COMMISSION does not have sufficient information to determine whether or not the CONTRACTOR is using funds in accordance with this Agreement, COMMISSION may order an audit of CONTRACTOR's books and financial program records. The cost of this audit shall be deducted from the total paid to CONTRACTOR under this Agreement. CONTRACTOR agrees that in the event that the program established herewith is subjected to audit exceptions by COMMISSION agencies, it shall be responsible for complying with all exceptions and will pay to COMMISSION the full amount of COMMISSION's liability to the state and/or federal government resulting from such exceptions.

CONTRACTOR, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

All provisions of this Agreement that require availability of records or reporting shall survive termination of this Agreement.

c) Conflict of Interest

1. *Interest of Members of a City or County:* No members of the governing body of a city or county and no other officer, employee, or agent of the city or county who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

2. *Interest of Other Local Public Officials:* No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

3. *Interest of CONTRACTOR and Employees:* CONTRACTOR understands that COMMISSION is a recipient of federal funds and that by virtue of this Agreement, CONTRACTOR is a subrecipient of those funds. As such, CONTRACTOR further understands that certain Federal laws relating to conflict of interest apply to CONTRACTOR, its officers, agents, employees, and constituents; specifically, those laws are contained in 24 CFR Section 85.36 and 84.42.

d) Program Income

"Program income" means amounts received by CONTRACTOR generated from the use of federal funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following: 1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds; 2) proceeds from the disposition of equipment purchased with federal funds; 3) gross income from the use or rental of real or personal property acquired by CONTRACTOR with federal funds, less costs incidental to generation of the income; 4) gross income from the use or rental of real property, owned by CONTRACTOR, that was constructed or improved with federal funds, less costs incidental to generation of the income; 5) payments of principal and interest on loans made using federal funds; 6) proceeds from the sale of loans made with federal funds; 7) proceeds from the sale of obligations secured by loans made with federal funds; 8) interest earned on program income pending its disposition; and 9) funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the federally funded portion of a public improvement.

Any program income received by CONTRACTOR shall be immediately returned to COMMISSION. This provision shall survive the termination or expiration of this Agreement.

e) Equipment

In cases where equipment purchased with federal funds is sold, the proceeds shall be program income. Equipment not needed by CONTRACTOR for federally funded activities shall be transferred to COMMISSION for the federally funded program or shall be retained by CONTRACTOR after compensating COMMISSION.

f) Reversion of Assets

Upon expiration of this Agreement, CONTRACTOR shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

g) Compliance with OMB Circulars A-122, A-110, A-87 and 24 CFR Part 85

In cases where CONTRACTOR is a non-profit organization, CONTRACTOR shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable sections of OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", as listed in 24 CFR 570.502(b)(1) through (4), except as otherwise specified herein.

In cases where CONTRACTOR is a governmental entity, CONTRACTOR shall comply with the requirements and standards of OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as listed in 24 CFR 570.502(a)(1) through (20), except as otherwise specified herein.

h) Political Activity Prohibited

None of the funds, materials, property or services contributed by COMMISSION or CONTRACTOR under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

i) Lobbying Restrictions

CONTRACTOR agrees, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the language of this paragraph shall

be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

j) Religious Activity Prohibited

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

k) Environmental Standards

The CONTRACTOR agrees to comply with the requirements of the National Environmental Policy Act of 1969 as specified in regulations issued pursuant to Section 104(g) of the Housing and Community Development Act and contained in 24 CFR part 58.

l) Use of Debarred, Suspended or Ineligible Contractors or Subcontractors

The CONTRACTOR agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension, or placement in ineligible status (24 CFR Part 24).

m) Publication Rights and Copyrights

If this Agreement results in any copyrightable material or inventions, the COMMISSION 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 or materials for government purposes.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2011.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Kathleen H. Kane, Executive Director

CONTRACTOR

By:

NAME, Executive Director

EXHIBIT A
Scope of Service

CONTRACTOR: NAME, Executive Director
 AGENCY
 ADDRESS
 CITY, California ZIP

Fair Housing of Sonoma County

Fair Housing of Sonoma County, a project of AGENCY, will principally provide fair housing services to address fair housing issues particular to Sonoma County as addressed in the Analysis of Impediments to Fair Housing Choice developed in the fall of 2005. That document can be located on the Internet here: <http://www.sonoma-county.org/cdc/pdf/SoCoAiFinal.pdf>

The overarching goal of this program is to affirmatively further fair housing goals as articulated in the Analysis of Impediments.

The program will provide a number of services including mediation, resolution of tenant/landlord disputes, helping tenants complete State and Federal complaint forms, and providing outreach services. Fair housing information is disseminated by providing bi-lingual brochures on their website and making presentations to both tenants and landlords regarding fair housing law. Documentation of complaints, investigations, mediations and assistance with forms to enforcement agencies such as the HUD Office of Fair Housing and Equal Opportunity and the California Department of Fair Employment and Housing will be maintained and summary report information provided to the Community Development Commission on a quarterly basis.

Quantified Program Objectives:

- Services to XXX individuals; where at least 51% of these will provide adequate documentation substantiating household income at or under 80% of the median income for Sonoma County of Sonoma. The assistance provided should be documented by service provided. For example, the number of clients that were provided one-on-one counseling, the number that participated in a specific training; how many of that number were referred from other agencies and how many were new clients.
- Landlord/tenant mediations provided
- Assist households with fair housing complaint forms and track progress of complaints
- Provide educational presentations to tenants and landlords regarding fair housing laws. (Goal of 13 presentations. Document how many people attended each, if AGENCY charged for the presentation and if so, how much.)

- Provide referral services to Petaluma People Services Center (PPSC) when appropriate (for citizens residing within city limits of Petaluma). (Document how many referrals were made.)
- Provide referral services to Fair Housing of Marin for testing, as appropriate. (Document number of referrals and how many resulted in testing or other service and the result.)
- Maintain current website containing up to date information for Sonoma County residents on Fair Housing services, resources, laws and regulations. (Document number of “hits” on the site and number of responses to direct questions.)
- On-going outreach and educational initiatives to tenants and to property owners and property managers. (Document how the initiatives are marketed, how often and to whom.)

Quarterly Reporting Requirements

- Standard HUD requirements including, but not limited to, demographic and income information for served clientele
- Summary of progress on quantified and non-quantifiable program objectives listed above
- Summary report of activities undertaken by Fair Housing of Marin for properties or residents within Sonoma County
- Narrative synopsis of material activities, emerging trends, new issue identification and general program activities, barriers and successes

CDBG funds will be used to pay a portion of the project staffing and operating costs. Additional funds from other sources will be used to operate a Fair Housing Hotline and website, and to print and disseminate a bilingual Fair Housing Handbook.

EXHIBIT B
Budget

AGENCY
Fair Housing of Sonoma County

ACTIVITY

Salaries, Wage Taxes, Employee Benefits, and Insurance	\$
Operating Costs	<u>\$</u>
TOTAL:	\$

Notes:

1. The total project budget for this program for FY 2011-2012 is \$XX, \$XX (XX%) of which will come from CDBG funds.
2. The CDBG funds shall be disbursed for actual costs incurred by the CONTRACTOR in the categories listed above to perform the services set forth in Exhibit A of this Agreement. Reimbursement payment will be made after adequate written documentation of work performed and expenses incurred. Because operation of a countywide, fair housing telephone hotline and provision of fair housing outreach and education activities for landlords or the general public are not eligible CDBG activities, expenses for these services cannot be reimbursed.
3. Final reimbursement request is due within 5 days of fiscal year end.
4. County CDBG funds may be used to pay for that portion of the total cost of any audit required by OMB A-133 which represents the amount of County CDBG funds audited as a percentage of total funds audited.

EXHIBIT E
Environmental Standards

Review by COMMISSION staff indicates that the project has an environmental review status of Categorically Excluded. COMMISSION staff will prepare all documentation required by HUD.