

14-392
10/2/2014

AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of October, 2014, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and City of Fresno, a municipal corporation, acting through its Housing & Community Development Division, whose address is 2600 Fresno Street, Fresno, California 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, desires to partner with the CONTRACTOR as an administrator of the State of California funded Childhood Lead Poisoning Prevention Program (CLPPP) to provide services to the community for the purpose of increasing awareness regarding the hazards of lead exposure, reducing lead exposure, increasing the number of children assessed and appropriately blood tested for lead poisoning; and

WHEREAS, CONTRACTOR, in accordance with, and in pursuit of, the CLPPP goals contained in California Statutes Related to Childhood Lead Poisoning Prevention, the California Childhood Lead Poisoning Prevention Acts of 1986 and 1989 (California Health & Safety Code 124125 to 124165), the Childhood Lead Poisoning Prevention Act of 1991(California Health & Safety Code 105275 to 105310), the Lead-Safe Housing and Lead Hazards rules under California Civil Code 1942.3, California Health & Safety Code 17920.10, 17961, 17980, 105250 to 105257, 124130, and the Lead-Related Activities in Construction Work rules under California Labor Code 6716 to 6717 desires to eliminate childhood lead poisoning by partnering with the COUNTY in identifying and caring for lead burdened children and preventing environmental exposures to lead by providing a healthy, lead-safe environment where all children can achieve their full potential; and

WHEREAS, the COUNTY'S CLPPP offers home visitation, environmental home inspections and nutritional assessments to families of children found to be lead-poisoned; provides telephone contacts and educational materials to families of lead-poisoned and lead exposed children and provides information and education to the general public, medical providers and community-based organizations about lead hazards; and

WHEREAS, CONTRACTOR, through its Housing & Community Development Division shall

CITY OF FRESNO
City Clerk's Office (Original)

1 provide the services, and/or comparable services, identified in the Work Plan as attached here to as
2 Exhibit A and incorporated herein (“Services”), and is fully competent, authorized, and able to enter
3 into this Agreement and perform the Services, holding any and all legally required licenses, permits
4 and/or approvals, or has the capacity to sub-contract with licensed contractors to perform the Services;
5 and

6 WHEREAS, CONTRACTOR, does and shall provide such Services on a contract basis, as an
7 independent contractor, possessed of and exercising the complete right to control the means of
8 accomplishing said Services; and

9 WHEREAS, CONTRACTOR, has the facilities, equipment and personnel skilled in the
10 provision of such Services; and

11 WHEREAS, CONTRACTOR, is qualified and is willing to provide such Services, pursuant to
12 the terms and conditions of this Agreement; and

13 WHEREAS, performance of the Services by CONTRACTOR, will be of benefit to the
14 COUNTY and the CONTRACTOR, and is in the public interest.

15 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
16 hereto agree as follows:

17 **1. CONTRACTOR’S RESPONSIBILITIES**

18 Implement a program to reduce the opportunity for children being exposed to
19 environmental lead hazards, by investigating locations where children have been exposed or have been
20 exposed in the past, and responding as necessary with appropriate actions, including but not limited to
21 inspections, assessments, education and remediation in conjunction with the City of Fresno’s Lead
22 Hazard Control Program as identified in Exhibit A: Work Plan, attached hereto and by this reference
23 incorporated herein.

24 **2. TERM**

25 This Agreement shall become effective on the 1ST day of July, 2014 and shall terminate
26 on the 30 day of June, 2017.

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1 **3. TERMINATION**

2 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
3 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
4 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
5 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

6 B. Breach of Contract - COUNTY may immediately suspend or terminate this
7 Agreement in whole or in part, where in the determination of COUNTY there is:

- 8 1) An illegal or improper use of funds;
9 2) A failure to comply with any term of this Agreement;
10 3) A substantially incorrect or incomplete report submitted to COUNTY;
11 4) Improperly performed service.

12 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
13 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither
14 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach
15 or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY
16 of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY
17 were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly
18 refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted from
19 future payments owing to CONTRACTOR under this Agreement.

20 C. Without Cause - Under circumstances other than those set forth above, this
21 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice
22 of an intention to terminate to CONTRACTOR.

23 **4. COMPENSATION**

24 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
25 compensation for Services performed, as described in Section One (1), herein, and Exhibit A, attached
26 hereto, and itemized in Exhibit B "FY 2014-2017 Budgets", of this Agreement, attached hereto and
27 incorporated herein by this reference. For the period of July 1, 2014 through June 30, 2015, in no
28 event shall actual Services performed under this Agreement be in excess of One Hundred Forty-Five

1 Thousand Four Hundred Ninety and No/100 Dollars (\$145,490.00). For the period of July 1, 2015
2 through June 30, 2016, in no event shall actual Services performed under this Agreement be in excess
3 of One Hundred Forty-Five Thousand Four Hundred Ninety and No/100 Dollars (\$145,490.00). For
4 the period of July 1, 2016 through June 30, 2017, in no event shall actual Services performed under
5 this Agreement be in excess of One Hundred Forty-Five Thousand Four Hundred Ninety and No/100
6 Dollars (\$145,490.00). It is understood that all expenses incidental to CONTRACTOR's performance
7 of actual Services under this Agreement shall be borne by CONTRACTOR. Compensation shall be
8 paid on the basis of the CONTRACTOR satisfactorily performing all Services noted in Exhibit A.
9 The COUNTY's CLPPP shall meet with and review the CONTRACTOR's progress of the Work Plan
10 on a monthly basis or at a minimum quarterly to ensure CONTRACTOR's satisfactory performance.

11 Payments by COUNTY shall be in arrears, for services provided during the preceding
12 month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by
13 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any
14 provision of this Agreement, COUNTY upon written notice as provided in section 3 above, shall be
15 relieved of its obligation for further compensation.

16 **5. INVOICING**

17 CONTRACTOR shall invoice COUNTY monthly, in duplicate, addressed to the County
18 of Fresno, Department of Public Health, Children's Medical Services, P.O. Box. 11867, Fresno, CA
19 93775, Attention: CMS Fiscal Unit.

20 **6. INDEPENDENT CONTRACTOR**

21 In performance of the work, duties, and obligations assumed by CONTRACTOR under
22 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
23 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
25 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have
26 no right to control or supervise or direct the manner or method by which CONTRACTOR shall
27 perform its work and function. However, COUNTY shall retain the right to administer this
28 Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the

1 terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable
2 provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction
3 over matters which are directly or indirectly the subject of this Agreement.

4 Because of its status as an independent contractor, CONTRACTOR shall have
5 absolutely no right to employment rights and benefits available to COUNTY employees.
6 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
7 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
8 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
9 including compliance with Social Security, withholding, and all other regulations governing such
10 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
11 providing services to others unrelated to the COUNTY or to this Agreement.

12 **7. MODIFICATION**

13 Any matters of this Agreement may be modified from time to time by the written
14 consent of all the parties without, in any way, affecting the remainder.

15 **8. NON-ASSIGNMENT**

16 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
17 duties under this Agreement without the prior written consent of the other party.

18 **9. INDEMNIFICATION**

19 CONTRACTOR shall indemnify, hold harmless and defend COUNTY and each
20 of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability,
21 fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including
22 but not limited to personal injury, death at any time and property damage) incurred by the COUNTY,
23 CONTRACTOR or any other person, and from any and all claims, demands and actions in law or
24 equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or
25 indirectly from the negligent or intentional acts or omissions, or willful misconduct of
26 CONTRACTOR or any of its officers, officials, employees, agents or authorized volunteers in the
27 performance of this Agreement; provided nothing herein shall constitute a waiver by CONTRACTOR
28 of governmental immunities including California Government Code Section 810 et seq.

1 In the event of concurrent negligence on the part of COUNTY or any of its
2 officers, officials, employees, agents or authorized volunteers, and CONTRACTOR or any of its
3 officers, officials, employees, agents or authorized volunteers, the liability for any and all such claims,
4 demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages
5 shall be apportioned under the State of California's theory of comparative negligence as presently
6 established or as may be modified hereafter.

7 This section shall survive termination or expiration of this Agreement.

8 **10. INSURANCE**

9 Without limiting the indemnification of each party as stated in Section 9
10 above, it is understood and agreed that COUNTY and CONTRACTOR shall each maintain, at their
11 sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance
12 pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the
13 term of this Agreement. Coverage shall be provided for general liability, automobile liability, and
14 workers' compensation exposure. Evidence of Insurance, e.g., Certificates of Insurance or other
15 similar documentation, shall not be required of either party under this Agreement.

16 **11. CONFIDENTIALITY**

17 All services performed by CONTRACTOR under this Agreement shall be in strict
18 conformance with all applicable Federal, State of California and/or local laws and regulations relating
19 to confidentiality.

20 **12. DATA SECURITY**

21 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
22 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse
23 of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that
24 enter into a contractual relationship with the COUNTY for the purpose of providing Services under
25 this Agreement must employ adequate data security measures to protect the confidential information
26 provided to CONTRACTOR by the COUNTY, including but not limited to the following:

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1 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

2 CONTRACTOR may not connect to COUNTY networks via personally-owned
3 mobile, wireless or handheld devices, unless the following conditions are met:

- 4 1) CONTRACTOR has received authorization by COUNTY for
5 telecommuting purposes;
6 2) Current virus protection software is in place;
7 3) Mobile device has the remote wipe feature enabled; and
8 4) A secure connection is used.

9 B. CONTRACTOR-Owned Computers or Computer Peripherals

10 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
11 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief
12 Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is
13 approved to be transferred, data must be stored on a secure server approved by the COUNTY and
14 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure
15 connection. Said data must be encrypted.

16 C. COUNTY-Owned Computer Equipment

17 CONTRACTOR or anyone having an employment relationship with the
18 COUNTY, may not use COUNTY computers or computer peripherals on non-COUNTY premises
19 without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

20 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive
21 data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

22 E. CONTRACTOR shall be responsible to employ strict controls to ensure the
23 integrity and security of COUNTY's confidential information and to prevent unauthorized access,
24 viewing, use or disclosure of data maintained in computer files, program documentation, data
25 processing systems, data files and data processing equipment which stores or processes COUNTY
26 data internally and externally.

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1 F. Confidential client information transmitted to one party by the other by means of
2 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
3 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

4 G. CONTRACTOR is responsible to immediately notify COUNTY of any
5 violations, breaches or potential breaches of security related to COUNTY's confidential information,
6 data maintained in computer files, program documentation, data processing systems, data files and
7 data processing equipment which stores or processes COUNTY data internally or externally.

8 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
9 arising from a possible breach of security related to COUNTY's confidential client information
10 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to
11 affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion.
12 CONTRACTOR will be responsible for all costs incurred as a result of providing the required
13 notification.

14 **13. NON-DISCRIMINATION**

15 During the performance of this Agreement, CONTRACTOR shall not unlawfully
16 discriminate against any employee or applicant for employment, or recipient of services, because of
17 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
18 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
19 sexual orientation, or military and veteran status pursuant to all applicable State of California and
20 Federal statutes and regulation.

21 **14. AUDITS AND INSPECTIONS**

22 CONTRACTOR shall at any time during business hours, and as often as the COUNTY
23 may deem necessary, make available to the COUNTY for examination all of its records and data with
24 respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by the
25 COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure
26 CONTRACTOR's compliance with the terms of this Agreement.

27 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
28 CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of

1 three (3) years after final payment under contract (Government Code Section 8546.7).

2 **15. NOTICES**

3 The persons and their addresses having authority to give and receive notices under this
4 Agreement include the following:

5
6 **COUNTY**

7 Director, County of Fresno
8 Department of Public Health
9 P.O. Box 11867
10 Fresno, CA 93775

6 **CONTRACTOR**

7 John Robertson, Interim Manager
8 Development and Resource Management
9 Housing & Community Development Division
10 2600 Fresno Street, Room 3070
11 Fresno, CA 93721

12 Any and all notices between the COUNTY and the CONTRACTOR provided for or
13 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when
14 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
15 United States Mail, postage prepaid, addressed to such party.

16 **16. GOVERNING LAW**

17 The parties agree, that for the purposes of venue, performance under this Agreement is
18 to be in Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance of this
20 Agreement shall be governed in all respects by the laws of the State of California.

21 **17. SEVERABILITY**

22 The provisions of this Agreement are severable. The invalidity or unenforceability of
23 any one provision in the Agreement shall not affect the other provisions.

24 **18. NO THIRD PARTY BENEFICIARIES**

25 Nothing expressed or implied in the terms and conditions of this Agreement is
26 intended to confer, nor shall anything herein confer, upon any person other than COUNTY,
27 CONTRACTOR and the State of California and their respective successors or assignees, any rights,
28 remedies, obligations or liabilities, whatsoever.

1 **19. FORCE MAJEURE**

2 Neither the COUNTY nor the CONTRACTOR, will be responsible hereunder for any
3 delay, default or nonperformance of this Agreement, to the extent that such delay, default or
4 nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war,
5 rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.

6 **20. ENTIRE AGREEMENT**

7 This Agreement, "including all Exhibits", constitutes the entire agreement between the
8 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
10 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
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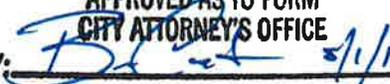
4 **CONTRACTOR:**

5 City of Fresno, a municipal corporation,

6 By 

7
8 Print Name: Jennifer Clark, Director
9 Development and Resource Management Department

10
11 Date: _____

12
13 APPROVED AS TO FORM
14 CITY ATTORNEY'S OFFICE
15 BY:  5/1/14
16 CITY ATTORNEY

17 ATTEST:

18 YVONNE SPENCE, CMC
19 CITY CLERK

20 By  4/23/15
21 Deputy

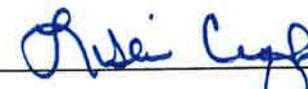
22 Mailing Address:
23 City of Fresno
24 Development and Resource Management Department
25 Housing and Community Development Division
26 2600 Fresno Street, Room 3070
27 Phone #: (559) 621-8300
28 Contact: John Robertson, Interim Manager

COUNTY OF FRESNO:

By 
Chairman, Board of Supervisors

Date: 10/28/2014

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 

Date: 10/28/2014

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By C. Kuntural

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6 APPROVED AS TO ACCOUNTING FORM:
7 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By Vicki Crow

11 REVIEWED AND RECOMMENDED FOR APPROVAL:

12
13 By David Pomaville
14 David Pomaville
15 Director
16 Department of Public Health

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18
19
20 Fund/Subclass: 0001/10000
21 Organization: 56201612 (\$145,490.00)
22 Account #: 7295

23
24
25 jw

26 ATTACHMENTS: Exhibit "A" – Work Plan
27 Exhibit "B" – FY 2014-2017 Budgets
28

Childhood Lead Poisoning Prevention Program

Exhibit A
Scope of Work / Work Plan

Objective 5-II: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>All CLPPPs must conduct the following activities under Objective 5-II</p> <p>1. Protect children with known blood levels that show lead exposure from additional exposure to environmental lead hazards by: carrying out lead hazard evaluations (including clearance, EI, risk assessment, and other activities); ensuring proper lead abatement procedures and clearance of hazards; and verifying that abatement workers are conducting activities as required by California Code of Regulations, Title 17.</p> <p>a. Efforts may focus on specific high-risk population groups and/or geographic areas. Community Revitalization Specialists, and other essential staff (for lead hazard investigation) have received Risk Assessor/Inspector training and RRP training for the identification of lead based paint hazards. The Division shall continue to have staff attend training as necessary to keep abreast of lead based paint hazards, control measures, new and ongoing federal, state and local agency regulations, and grant opportunities. The Division's ongoing program</p>	Ongoing	<p>Division Manager (DM)</p> <p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Community Revitalization Specialist (CRS)</p> <p>Senior Admin Clerk (SAC)</p>	<p><i>For all activities under this objective, CLPPP will submit:</i></p> <p><input checked="" type="checkbox"/> Relevant page of CLPPB Lead Poisoning Follow-up Form for addresses achieving clearance, attached to appropriate Progress Report.</p> <p><input checked="" type="checkbox"/> Biannual Progress Reports</p> <p><input checked="" type="checkbox"/> Description of children to be addressed by lead hazard reduction activities.</p>

Exhibit A
Scope of Work / Work Plan

Objective 5-II: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>of inspecting all housing related cases in pre-1978 single and multi-family units (herein after referred as unit or units) and ensuring they receive a visual lead based paint inspection and assessment within the City's jurisdiction will continue. The Division will continue to work with their county health partner in any additional inspection and assessment for the remediation of lead based paint hazards in units with identified EBL children within the City's jurisdiction. The Division is continuing its effort for development and refinement of policy and procedures for renovation, repair and painting of pre-1978 units to ensure these are conducted within all federal, state and local regulations.</p> <p>b. If not already identified in the contract work plan, within six months from the start of the contract, submit a plan to CLPPB as to which children will be addressed, identifying:</p> <p>i. Range of blood lead levels; Range of blood lead levels shall be determined by the local county health authority and/or the federal regulations for inspection,</p>			

Exhibit A
Scope of Work / Work Plan

Objective 5-II: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>assessment and lead hazard control services. The division will also address families with children under the age of six years old.</p> <p>ii. population group(s) and/or geographic area(s). Geographic areas as determined by local county health authority. City shall utilize its case management data base for tracking and mapping of identified lead based paint hazard units. The division will identify address hazardous paint throughout the City of Fresno. However the Divisions' efforts are focused in the southeast and southwest areas of the city of Fresno, which contain predominantly pre-1978 units. Identified zones have been within four zip codes (93701, 93702, 93706 and 93727).</p>			
<p>2. Implement a program to reduce the opportunity for children being exposed to environmental lead hazards, by investigating locations where children are being exposed or have been exposed in the past, and responding as necessary with appropriate enforcement actions.</p> <p>a. Efforts may focus on a specific high-risk</p>	Ongoing	<p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Community Revitalization Specialist (CRS)</p>	<p><input checked="" type="checkbox"/> Summary of steps taken to reduce childhood lead exposure, attached to the Biannual Progress Report.</p> <ol style="list-style-type: none"> 1. Property is initially inspected to check for health and safety issues, project feasibility, and building code violations. Photos Taken. 2. Correction list is generated for property owner. 3. Risk assessment is ordered on property. 4. After Risk Assessment is received scope of

Exhibit A
Scope of Work / Work Plan

Objective 5-II: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>geographic area or areas of concern.</p> <p>b. If not already identified in the contract work plan, within six months from the start of the contract, submit a plan to CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations.</p>		<p>Senior Admin Clerk (SAC)</p>	<p>work is prepared to remediate hazards identified at property.</p> <ol style="list-style-type: none"> 5. Scope of work is approved by Manager and then sent to Historic review. 6. After approvals scope is reviewed with property owner. 7. Bid package is prepared and sent out to contractors one week in advance of tour. 8. Bid tour is done at property with property owners present. Contractors have one week to submit bids. 9. Bid opening is the following morning lowest bidder is awarded the bid. 10. Contract is then drawn up and a appointment for signing is made with property owner and contractor. 11. After contract is signed contractor is given a notice to proceed. 12. Lead supervisor is notified of job start date. 13. Project is then started. 14. Progress inspections are made on property with photos taken. 15. Project has a final inspection upon completion. Punch list generated if needed. Progress payment of 90% is usually paid at this time. 16. Re-inspection for punch list completion. 17. Clearance is called for by contractor.

Exhibit A
Scope of Work / Work Plan

Objective 5-III: Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups to see that lead hazards are properly identified and eliminated.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>6. Collaboration and partnering with community-based organizations (CBOs) addressing lead hazards is strongly encouraged, as resources allow. Examples of activities are:</p> <ul style="list-style-type: none"> a. Providing up-to-date training and educational material to CBO staff that they can employ in outreach efforts to their communities. b. Helping CBOs identify high-risk areas c. Other activities specified by the CLPPP (and approved by CLPPB). <i>Please Specify activities:</i> <p>7. The breadth and extent of activities planned and carried out for items 1, 2, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.</p> <p>8. Information on activities carried out under this objective is to be submitted with each bi-annual CLPPP progress report.</p> <p>9. Local Health Jurisdictions are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.</p>	<p>Ongoing</p>	<p>Department Manager (DM)</p> <p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Community Revitalization Specialist (CRS)</p> <p>Senior Admin Clerk (SAC)</p>	<p>CLPPP must submit all of the following:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> List of CBO contacts. <input checked="" type="checkbox"/> Description of collaborations with CBOs <input checked="" type="checkbox"/> Training and/or educational materials for CBOs <input checked="" type="checkbox"/> Other (<i>please specify</i>): The Division has been collaborating with various CBO's and Faith Based Organizations, and will continue in our efforts to maintain those relationships while developing more. <ul style="list-style-type: none"> a. Materials obtained and developed by the Division are shared and provided to our partners. Our outreach team provides training to the partners on an ongoing as needed basis. b. Target area information is provided to our partners and is discussed on a regular basis in the collaborative meetings. c. The Division is committed to the current collaboration with the local CLPPP.

CLPPP Budget Detail Worksheet
Fiscal Year 2014-2015

Exhibit B

County/City: City of Fresno-Tier III Funding
 Contract No: 0
 Federal ID: 94-000338

Preparer's Name: John M. Robertson
 Preparer's Phone No.: (559) 621-8518
 Preparer's Fax No.: (559) 488-1078
 Date Prepared/Revised: September 23, 2013

CLPPP Allocation: \$145,490

Expense Category	Total Funding (Do Not Enter)
(1) Personnel	
(a) Total Salaries & Wages (from Personnel Supplement)	49,623
(b) Total Salaries & Wages (from Personnel Supplement)	0
(c) Staff Benefits Percentage = 31.94%	15,850
Personnel & Benefits Subtotal :	65,473
(2) Indirect Costs	
(a) Indirect Cost (%) = 10.00%	6,547
(b) Ind. Costs Assoc. w. Enhanced Activ. (%) = 10.00%	0
Indirect Costs Subtotal :	6,547
(3) Operating Expenses	
(a) General Expenses	1,969
(b) Space/Rent	0
(c) Equipment, Minor & Electronic Equipment	0
(d) Printing	1,000
(e) Travel and Per Diem	0
(f) Training Expenses	3,500
Operating	6,469
(4) Subcontracts	
JSA, Assessment Contractor	15,000
Katch, Assessment Contractor	15,000
Construction Contracts	15,000
Subcontract Subtotal :	45,000
Operating and Subcontracts Subtotal :	51,469
(5) Other Costs	
(a) Tier 3 Funding	0
(b) XRF Loan Program	0
(c) Educational Materials	5,000
(d) Environmental Sampling	17,000
Other Costs Subtotal :	22,000
TOTAL Budget (should match Total Budget below)	\$ 145,490

PRIMARY CONTRACT (Total must be minimum 30% of CLPPP Allocation): \$ 43,647	MEDI-CAL LEAD PROGRAM		
	Nurse Case Mgt.	Administrative Activities	
	Services (50%/50%)	Non-Enhanced (50%/50%)	Enhanced (25%/75%)
Amount	Amount	Amount	Amount
49,623	0	0	0
0	0	0	0
15,850	0	0	0
65,473	0	0	0
6,547	0	0	0
6,547	\$0	\$0	\$0
1,969			
1,000			
3,500			
6,469	0	0	0
15,000			
15,000			
15,000			
45,000		0	0
51,469	0	0	0
5,000			
17,000			
22,000			
\$ 145,490	\$ -	\$ -	\$ -

Funding (PCA) Codes	51700	51701	51703	51702
State Funds	\$ 145,490	\$ -	\$ -	\$ -
Federal Funds				

Total State Funds [should match CLPPP allocation]	\$ 145,490	Total Federal Contribution to MCLP:	\$ -
Total Budget	\$ 145,489	Unbudgeted Allocation Funds Available:	\$ 0

As the CLPPP Coordinator, I certify that this budget has been constructed in compliance with all CLPPB and DHS Administrative and Program Policies.	As the Fiscal Agent for this agency, I certify that this budget has been constructed in compliance with all CLPPB and DHS Administrative and Program Policies.
----- CLPPP Coordinator's Signature	----- Agency Fiscal Agent's Signature
Date	Date

CLPPP Budget Detail Worksheet
Fiscal Year 2015-2016

Exhibit B

County/City: City of Fresno-Tier III Funding
Contract No: 0
Federal ID: 94-000338
CLPPP Allocation: \$145,490

Preparer's Name: John M. Robertson
Preparer's Phone No.: (559) 521-8518
Preparer's Fax No.: (559) 488-1078
Date Prepared/Revised: September 23, 2013

Expense Category	Total Funding (Do Not Enter)
(1) Personnel	
(a) Total Salaries & Wages (from Personnel Supplement)	49,623
(b) Total Salaries & Wages (from Personnel Supplement)	0
(c) Staff Benefits Percentage = 31.94%	15,850
Personnel & Benefits Subtotal	65,473
(2) Indirect Costs	
(a) Indirect Cost (%) = 10.00%	6,547
(b) Ind. Costs Assoc. w. Enhanced Activ. (%) = 10.00%	0
Indirect Costs Subtotal	6,547
(3) Operating Expenses	
(a) General Expenses	1,969
(b) Space/Rent	0
(c) Equipment, Minor & Electronic Equipment	0
(d) Printing	1,000
(e) Travel and Per Diem	0
(f) Training Expenses	3,500
	0
	0
	0
Operating Expenses Subtotal	6,469
(4) Subcontracts	
USA Assessment Contractor	15,000
Katch Assessment Contractor	15,000
Construction Contracts	15,000
Subcontract Subtotal	45,000
Operating and Subcontracts Subtotal	51,469
(5) Other Costs	
(a) Tier 3 Funding	0
(b) XEP Loan Program	0
(c) Educational Materials	5,000
(d) Environmental Sampling	17,000
Other Costs Subtotal	22,000
TOTAL Budget (should match Total Budget below)	\$ 145,490

PRIMARY CONTRACT (Total must be minimum 30% of CLPPP Allocation): \$ 43,647	MEDI-CAL LEAD PROGRAM			
	Nurse Case Mgt. Services (50%/50%)	Administrative Activities		Enhanced (25%/75%)
		Non-Enhanced (50%/50%)	Enhanced (25%/75%)	
Amount	Amount	Amount	Amount	
49,623	0	0	0	
0	0	0	0	
15,850	0	0	0	
65,473	0	0	0	
6,547	0	0	0	
0	0	0	0	
6,547	0	0	0	
1,969				
0				
0				
1,000				
0				
3,500				
0				
0				
6,469	0	0	0	
0				
15,000				
15,000				
15,000				
45,000		0	0	
51,469	0	0	0	
0				
0				
5,000				
17,000				
22,000				
\$ 145,490	\$ -	\$ -	\$ -	

Funding (PCA) Codes	\$1700	\$1701	\$1702	\$1702
State Funds	\$ 145,490	\$ -	\$ -	\$ -
Federal Funds	\$ -	\$ -	\$ -	\$ -
Total State Funds (should match CLPPP allocation)	\$ 145,490	Total Federal Contribution to MCLP: \$ -		
Total Budget	\$ 145,489	Unbudgeted Allocation Funds Available: \$ 0		

As the CLPPP Coordinator, I certify that this budget has been constructed in compliance with all CLPPP and DHS Administrative and Program Policies

As the Fiscal Agent for this agency, I certify that this budget has been constructed in compliance with all CLPPP and DHS Administrative and Program Policies

CLPPP Coordinator's Signature _____ Date _____ Agency Fiscal Agent's Signature _____ Date _____

CLPPP Budget Detail Worksheet
Fiscal Year 2016-2017

Exhibit B

County/City: City of Fresno-Tier III Funding
Contract No: 0
Federal ID: 94-000338

Preparer's Name: John M. Robertson
Preparer's Phone: (559) 621-8518
Preparer's Fax No.: (559) 488-1078
Date Prepared/Revised: September 23, 2013

CLPPP Allocation: \$145,490

Expense Category	Total Funding (Do Not Enter)
(1) Personnel:	
(a) Total Salaries & Wages (from Personnel Supplement)	49,623
(b) Total Salaries & Wages (from Personnel Supplement)	0
(c) Staff Benefits Percentage = 31.94%	15,850
Personnel & Benefits Subtotal :	65,473
(2) Indirect Costs:	
(a) Indirect Cost (%)= 10.00%	6,547
(b) Ind. Costs Assoc. w. Enhanced Activ. (%) 10.00%	0
Indirect Costs Subtotal :	6,547
(3) Operating Expenses:	
(a) General Expenses	1,969
(b) Space/Rent	0
(c) Equipment, Minor & Electronic Equipment	0
(d) Printing	1,000
(e) Travel and Per Diem	0
(f) Training Expenses	3,500
	0
(4) Subcontracts:	
JSA, Assessment Contractor	15,000
Katch, Assessment Contractor	15,000
Construction Contracts	15,000
Subcontract Subtotal :	45,000
Operating and Subcontracts Subtotal :	96,469
(5) Other Costs:	
(a) Tier 3 Funding	0
(b) XRF Loan Program	0
(c) Educational Materials	5,000
(d) Media Events	17,000
Other Costs Subtotal :	22,000
TOTAL Budget (should match Total Budget below)	\$ 145,490

PRIMARY CONTRACT (Total must be minimum 30% of CLPPP) \$ 43,647 Amount	Nurse Case Mgt. Services (50%/50%) Amount	MEDI-CAL LEAD PROGRAM Administrative Activities	
		Non-Enhanced (50%/50%) Amount	Enhanced (25%/75%) Amount
49,623	0	0	0
0	0	0	0
15,850	0	0	0
65,473	0	0	0
0			
6,547	0	0	0
6,547	50	50	
1,969			
1,000			
3,500			
0			
15,000			
15,000			
15,000			
45,000		0	0
51,469	0	0	0
5,000			
17,000			
22,000			
\$ 145,490	\$ -	\$ -	\$ -

Funding (PCA) Codes	51700	51701	51703	51702
State Funds	\$ 145,490	\$ -	\$ -	\$ -
Federal Funds	\$ -	\$ -	\$ -	\$ -
Total State Funds (should match CLPPP allocation)	\$ 145,490	Total Federal Contribution to MCL \$		
Total Budget	\$ 145,489	Unbudgeted Allocation Funds Available: \$0		

As the CLPPP Coordinator, I certify that this budget has been constructed in compliance with all CLPPB and DHS Administrative and Program Policies.

As the Fiscal Agent for this agency, I certify that this budget has been constructed in compliance with all CLPPB and DHS Administrative and Program Policies.

CLPPP Coordinator's Signature Date Agency Fiscal Agent's Signature Date

Exhibit A
Scope of Work / Work Plan

Objective 5-II: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
			18. Upon receiving Approved Clearance Notice of Completion is generated and filed at the Fresno County Recorder's Office. 19. 35 days after Notice of Completion is recorded, County Records are checked to see if liens are present. If no liens are on property final retention payment of 10% is paid out. 20. All spread sheets are updated and construction file is turned over to the financial side for merging and final closure of project.
3. Implement a program to reduce the opportunity for children being further exposed or at-risk children being exposed to environmental lead hazards by investigating tips and complaints about lead hazards, and by identifying lead hazards in pre-1978 dwellings and public buildings and their surroundings that are exposing children to lead, responding to each as necessary with appropriate enforcement actions. 1. Contacts will be created by either proactive outreach or reactive reporting parties. 2. The main focus will be families with children under the age of six or children with elevated lead Blood levels as determined by	Ongoing	Senior Community Revitalization Specialist (SrCRS/PM) Community Revitalization Specialist (CRS) Senior Admin Clerk (SAC)	<input checked="" type="checkbox"/> Plan for conducting investigations in identified high-risk geographic areas. <input checked="" type="checkbox"/> Documentation of identified high-risk geographic areas.

Exhibit A
Scope of Work / Work Plan

Objective 5-II: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>the County.</p> <p>3. Contact will be made by the Lead Hazard Program Team or other staff with the idea of to remediate the lead hazards as well as providing education on lead hazards.</p> <p>a. Efforts may focus on a specific high-risk geographic area or areas.</p> <p>b. If not already identified in the contract work plan, by six months from the start of the contract, submit a plan to CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations.</p>			

Childhood Lead Poisoning Prevention Program

Exhibit A
Scope of Work / Work Plan

Objective 5-III: Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups to see that lead hazards are properly identified and eliminated.

<p>All CLPPPs must conduct the following activities under Objective 5-III</p> <ol style="list-style-type: none"> 1. Develop collaboration and partnerships with investigation and enforcement agencies (i.e., city and/or county building departments, housing departments, code enforcement agencies and environmental agencies), particularly those in specific jurisdictions that are identified as high risk for lead hazards. These would include: <ol style="list-style-type: none"> a. Development and implementation of programs for training of investigation and enforcement agency personnel on identifying and appropriate correction of lead hazards, as indicated for your jurisdiction. b. Fiscal support for training if needed, and as resources allow. c. Development and implementation of other activities specified by the CLPPP (and approved by CLPPB). <i>(Details of the activities are to be specified by the Local Health Jurisdiction.)</i> 	<p>Ongoing</p>	<p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Senior Admin Clerk (SAC)</p>	<p><i>For all activities under this objective CLPPP will submit:</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Meeting agendas and minutes <input checked="" type="checkbox"/> Copies of response policy (e.g., personnel roles and responsibilities, enforcement) <input checked="" type="checkbox"/> Documentation of training <input checked="" type="checkbox"/> Biannual Progress Reports <input type="checkbox"/> Other <i>(please specify):</i> <p><i>CLPPP must submit all of the following:</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> List of enforcement agency contacts <input checked="" type="checkbox"/> Description of collaborations with enforcement agencies. <input checked="" type="checkbox"/> Other <i>(please specify):</i> The Division is part of an established collaborative that meets on a bi-monthly basis. The collaborative has an excellent working relationship and this relationship is an enhancement to the Division's overall work product as it relates to lead based paint hazard abatement. <ol style="list-style-type: none"> a. Division staff have completed a 40 hour lead risk assessor/inspector training and an 8 hour Renovation, Repair and Painting instruction. They will continue to be updated by attending conferences, seminars and additional training as warranted. The Division also collaborates with other California agencies for investigation and enforcement techniques. b. Training and travel is identified for the purpose of providing conference, seminars, on-line and other training opportunities for continuous education on lead based paint hazards. c. Modifications that will enhance the Division's activities shall be incorporated systematically and should the modifications affect this objective, they shall be vetted with CLPPP before inclusion into this program.
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Childhood Lead Poisoning Prevention Program

Exhibit A
Scope of Work / Work Plan

Objective 5-III: Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups to see that lead hazards are properly identified and eliminated.

<p>2. Develop and implement interagency referral, reporting procedures, and cooperation with investigation and enforcement agency partners.</p> <p>a. Include activities such as responding to practices that create lead hazards by implementing lead hazard compliance and enforcement procedures.</p> <p>b. Delineate roles and responsibilities.</p>	<p>Ongoing</p>	<p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Senior Admin Clerk (SAC)</p>	<p><input checked="" type="checkbox"/> Interagency referral procedures</p> <p><input checked="" type="checkbox"/> Interagency reporting procedures</p> <p><input checked="" type="checkbox"/> List of delineated roles and responsibilities</p> <p><input checked="" type="checkbox"/> Compliance and enforcement procedures</p> <p><input type="checkbox"/> Other (please specify):</p>
<p>3. Develop an enforcement response policy, including the roles and responsibilities of partnering enforcement agencies.</p> <p>a. Submit this policy to the CLPPB, by the end of the first year of this contract.</p>	<p>June 30, 2015</p>	<p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Senior Admin Clerk (SAC)</p>	<p><input checked="" type="checkbox"/> Enforcement policy</p> <p><input type="checkbox"/> Other (please specify):</p>
<p>The following 2 activities are optional. Please indicate with a check mark if you choose to conduct them.</p> <p>4. <input checked="" type="checkbox"/> As resource allow, assess the effectiveness of local government laws, ordinances, housing codes, and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected.</p>	<p>Ongoing</p>	<p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Senior Admin Clerk (SAC)</p>	<p><input checked="" type="checkbox"/> Assessment of local government laws, ordinances, housing codes and enforcement structures covering identified lead hazards.</p> <p><input type="checkbox"/> Other (please specify):</p>

Exhibit A
Scope of Work / Work Plan

Objective 5-III: Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups to see that lead hazards are properly identified and eliminated.

<p>5. <input checked="" type="checkbox"/> As resources allow, carry out other outreach and education activities with enforcement partners. Examples of such activities are:</p> <p>a. Providing program materials for public distribution on lead hazards to housing and building departments.</p> <p>b. Encouraging building department to incorporate information about lead-safe work practices into their building permit process (such as attaching pamphlets to building permits that educate about lead hazards for housing built before 1978. CLPPP activity</p> <p>c. Ensure building department and permit office to incorporate information about lead-safe work practices into their building permit process by asking clients if the buildings are built before 1978 to prompt staff to attach lead safe work practices brochures and RRP rule brochures to the permits.</p>	<p>Ongoing</p>	<p>Department Manager (DM)</p> <p>Senior Community Revitalization Specialist (SrCRS/PM)</p> <p>Community Revitalization Specialist (CRS)</p> <p>Senior Admin Clerk (SAC)</p>	<p><input checked="" type="checkbox"/> Description of outreach.</p> <p><input checked="" type="checkbox"/> Materials on renovation and remodeling.</p> <p><input checked="" type="checkbox"/> Other (<i>please specify</i>): The Housing Division works closely with the Community Revitalization Division to allow for better coordination of expertise and resources. Community Revitalization staff will function as outreach coordinators for all special programs (i.e.: lead hazard control).</p> <p>a. The Housing Division has information about the Division work, along with lead based paint hazards, on our website, some in PDF format for downloading and printing. The information includes contact phone numbers and web-sites for additional information.</p> <p>a. The Division maintains a kiosk near our front counter and in the building permitting counter area that contains approximately 5 forms of literature and pamphlets about lead and lead based paint hazards.</p>
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